



# भारत का राजपत्र The Gazette of India

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No. 9] NEW DELHI, FEBRUARY 24—MARCH 2, 2013, SATURDAY/PHALGUNA 5—PHALGUNA 11, 1934

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 6 फरवरी, 2013

का. आ. 496.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, डॉ. उर्जित आर. पटेल, डिप्टी गवर्नर, भारतीय रिजर्व बैंक को तत्काल प्रभाव से और अगले आदेशों तक, डॉ. सुबिर विठल गोकर्न के स्थान पर भारतीय स्टेट बैंक के केन्द्रीय निदेशक मंडल में निदेशक के रूप में नामित करती है।

[फा. सं. 2/2/2011-बीओ-1]

श्रेया गुहा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 6th February, 2013

S. O. 496.—In exercise of the powers conferred by clause (f) of Section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby nominates Dr. Urjit R. Patel, Deputy Governor, Reserve Bank of India, to be a Director on the Central Board of Directors of State Bank of India with immediate effect and until further orders vice Dr. Subir Vithal Gokarn.

[F.No. 2/2/2011-BO-1]

SREYAGUHA, Director

651GI/2013

(राजस्व विभाग)

(कार्यालय मुख्य आयुक्त)

केन्द्रीय उत्पाद-शुल्क, सीमा-शुल्क एवं सेवाकर, भोपाल जोन

भोपाल, 8 फरवरी, 2013

सं. 01/2013-सीमा-शुल्क (एन.टी.)

का. आ. 497.—सीमा-शुल्क अधिनियम, 1962 की धारा 152 के अन्तर्गत राजस्व विभाग, वित्त मंत्रालय, भारत सरकार द्वारा जारी अधिसूचना संख्या 33/94-सीमा-शुल्क (एन.टी.) दिनांक 1-7-94 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, ए.के. पवार, मुख्य आयुक्त, केन्द्रीय उत्पाद, सीमा-शुल्क एवं सेवाकर, भोपाल क्षेत्र, भोपाल एतद्द्वारा खसरा नं. 15 एवं 16 ग्राम शिवपुरा, तहसील-रघुराज नगर, जिला-सतना, राज्य मध्य प्रदेश की भूमि को सीमा-शुल्क अधिनियम 1962 की धारा 9 के अन्तर्गत सीमा-शुल्क निजी बंधित भंडारगृह हेतु वेयरहाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. IV(16)28-तक./सीसीओ/बीजैड/2012]

ए. के. पवार, मुख्य आयुक्त, केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क

(1543)

## (Department of Revenue)

## (OFFICE OF THE CHIEF COMMISSIONER

CUSTOMS, CENTRAL EXCISE AND SERVICE TAX,  
BHOPAL ZONE)

Bhopal, the 8th February, 2013

No. 01/2013-Cus.(NT)

**S. O. 497.**—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated 01-07-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, as amended, issued under Section 152 of the Customs Act, 1962, I, A.K. Pawar, Chief Commissioner, Customs, Central Excise & Service Tax, Bhopal Zone, Bhopal hereby declare Khasra Nos. 15 & 16 of Village-Shivpura, Tehsil-Raghubar Nagar, Distt. Satna in the state of Madhya Pradesh as warehousing station under Section 9 of the Customs Act, 1962 for the Limited purpose of Private Customs Bonded Warehouse.

[F.No. IV(16)28-Tech/CCO/BZ/2012]

A. K. PAWAR, Chief Commissioner, Customs &amp; Central Excise

(विनिवेश विभाग)

नई दिल्ली, 15 फरवरी, 2013

**का. आ. 498.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, विनिवेश विभाग को, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 33/3/2013-हिन्दी]

अलोक टंडन, संयुक्त सचिव

## (Department of Disinvestment)

New Delhi, the 15th February, 2013

**S.O. 498.**—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Department of Disinvestment where 80 % staff has acquired working knowledge of Hindi.

[F.No. 33/3/2013-Hindi]

ALOK TONDON, Jt. Secy.

नई दिल्ली, 18 फरवरी, 2013

**का. आ. 499.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3(ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री दिनेश दुबे (जन्म तिथि 27-09-1954) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक के बोर्ड में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 6/19/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th February, 2013

**S. O. 499.**—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri Dinesh Dubey (DoB: 27-09-1954), as part-time Non-official Director on the Board of Directors of Allahabad Bank, for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/19/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 फरवरी, 2013

**का. आ. 500.**—वित्तीय आस्तियों का प्रतिभूतिकरण एवं पुनर्गठन और प्रतिभूति हित का प्रवर्तन अधिनियम, 2002 की धारा 21 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री आर.वी.वर्मा, अध्यक्ष एवं प्रबंध निदेशक, राष्ट्रीय आवास बैंक (एनएचबी) के रजिस्ट्रार तथा प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (केन्द्रीय रजिस्ट्रार), भारतीय केन्द्रीय आस्ति प्रतिभूतिकरण पुनर्गठन और प्रतिभूति हित रजिस्ट्री (सीईआरएसएआई) के रूप में उनके कार्यकाल को अगले तीन माह के लिए अर्थात् 01-01-2013 से 31-03-2013 तक या अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

2. श्री आर. वी. वर्मा, राष्ट्रीय आवास बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में अपने कर्तव्यों के अतिरिक्त केन्द्रीय रजिस्ट्रार का कार्यभार भी संभालेंगे।

[फा.सं. 56/5/2007-बीओ-II(रिकवरी)]

मिहिर कुमार, निदेशक (रिकवरी)

New Delhi, the 18th February, 2013

**S. O. 500.**—In exercise of the powers conferred by sub-section (i) of Section 21 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, the Central Government hereby extends the tenure of Shri R.V. Verma, Chairman and Managing Director, National Housing Bank (NHB), as the Registrar and Managing Director & Chief Executive Officer (Central Registrar), Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) for a further period of three months with effect from 01-01-2013 till 31-03-2013 or until further orders, whichever is earlier.

2. Shri R.V. Verma shall hold the charge of Central Registrar in addition to his duties as Chairman and Managing Director, National Housing Bank (NHB).

[F.No. 56/5/2007-BO-II (Recovery)]

MIHIR KUMAR, Director (Recovery)

नई दिल्ली, 19 फरवरी, 2013

**का. आ. 501.**—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 21क के साथ पठित धारा 21 की उप-धारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री फिलिप मैथ्यू (जन्म तिथि : 26-5-1949) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के त्रिभुवनपुरम स्थानीय बोर्ड में सदस्य के रूप में नामित करती है।

[फा. सं. 3/56/2012-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 19th February, 2013

**S. O. 501.**—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 21, read with section 21A of The State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri Philip Mathew (DoB: 26-5-1949), as a member of the Thiruvananthapuram Local Board of State Bank of India, for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 3/56/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 20 फरवरी, 2013

**का. आ. 502.**—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड) के उप-खंड (ii) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, बैंक ऑफ बड़ौदा के अध्यक्ष एवं प्रबंध निदेशक श्री एस.एस. मुन्द्रा को अगले आदेशों तक या अधिवर्षिता की आयु प्राप्त कर लेने तक, इनमें से जो भी पहले हो, भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/16/2012-आईएफ-1]

एस. गोपाल कृष्ण, अवर सचिव

New Delhi, the 20th February, 2013

**S. O. 502.**—In pursuance of Sub-Clause (ii) of Clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby appoints Shri S.S. Mundra, Chairman and Managing Director, Bank of Baroda, as part-time non-official Director on the Board of Directors of Export Import Bank of India (Exim Bank) till further orders, or on attaining age of superannuation, whichever is earlier.

[F.No. 9/16/2012-IF-I]

S. GOPAL KRISHNA, Under Secy.

नई दिल्ली, 20 फरवरी, 2013

**का. आ. 503.**—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड) के उप-खंड (ii) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, बैंक ऑफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक श्रीमती वी.आर. अय्यर को अगले आदेशों तक या अधिवर्षिता की आयु प्राप्त कर लेने तक, इनमें से जो भी पहले हो, भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/16/2012-आईएफ-1]

एस. गोपाल कृष्ण, अवर सचिव

New Delhi, the 20th February, 2013

**S. O. 503.**—In pursuance of Sub-Clause (ii) of Clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby appoints Smt V.R. Iyer, Chairman and Managing Director, Bank of India, as part-time non-official Director on the Board of Directors of Export Import Bank of India (Exim Bank) till further orders, or on attaining age of superannuation, whichever is earlier.

[F.No. 9/16/2012-IF-I]

S. GOPAL KRISHNA, Under Secy.

नई दिल्ली, 21 फरवरी, 2013

**का. आ. 504.**—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 21क के साथ पठित धारा 21 की उप-धारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री संजय मंडल (जन्म तिथि: 10-12-1973) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के पटना स्थानीय बोर्ड में सदस्य के रूप में नामित करती है।

[फा. सं. 3/51/2012-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 21st February, 2013

**S. O. 504.**—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 21, read with Section 21A of The State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri Sanjay Mandal (DoB: 10-12-1973), as a member of the Patna Local Board of State Bank of India, for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 3/51/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

**संचार एवं सूचना प्रौद्योगिकी मंत्रालय**

( डाक विभाग )

नई दिल्ली, 19 फरवरी, 2013

**का. आ. 505.**—राजभाषा नियम (संघ के शासकीय प्रयोजनों के लिए प्रयोग), 1976 के नियम 10 के उप-नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के अधीनस्थ कार्यालय मुख्य पोस्ट-मास्टर जनरल, हिमाचल प्रदेश परिमंडल, शिमला-171009 के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. कार्यालय सहायक अधीक्षक डाक घर पश्चिम उपमंडल, शिमला-171003
2. कार्यालय निरीक्षक डाक घर पूर्व उपमंडल, शिमला-171004
3. कार्यालय निरीक्षक डाक घर ठियोग उपमंडल, ठियोग-171201
4. कार्यालय निरीक्षक डाक घर रोहडू उपमंडल, रोहडू-171207
5. उप डाक घर शिमला हाई कोर्ट, शिमला-171001

[फा. सं. 11017-1/2011-रा.भा.]

मीरा हांडा, उप महानिदेशक (फिलैटली/रा.भा.)

**MINISTRY OF COMMUNICATION AND INFORMATION TECHNOLOGY**

(Department of Posts)

New Delhi, the 19th February, 2013

**S. O. 505.**—In pursuance of Rule 10(4) of the Official Language (use for official purposes of the Union) Rule, 1976, the Central Government hereby notifies following offices of the Office of the Chief Postmaster General, Himachal Pradesh Circle, Shimla-171009 of the Department of Posts where 80% staff has acquired the working knowledge of Hindi:—

1. O/o ASPO, Western Sub Division, Shimla-171003
2. O/o Inspector PO, Eastern Sub Division, Shimla-171004
3. O/o Inspector PO, Thiog Sub Division, Thiog-171201
4. O/o Inspector PO, Rohdu Sub Division, Rohdu-171207
5. Sub PO, High Court, Shimla-171001

[F.No. 11017-1/2011-OL]

**MEERA HANDA, Dy. Director General (Philately/OL)****मानव संसाधन विकास मंत्रालय**

( उच्चतर शिक्षा विभाग )

( राजभाषा यूनिट )

नई दिल्ली, 13 फरवरी, 2013

**का. आ. 506.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग)नियम, 1976 के नियम 10 के उप-नियम

(4) के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत निम्नलिखित केंद्रीय विद्यालयों को ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

क्र.सं. विद्यालय का नाम तथा पता

1. केंद्रीय विद्यालय, झाबुआ गैल टाउनशिप, झाबुआ (म. प्र.)
2. केंद्रीय विद्यालय, बड़वानी (म. प्र.)-451551
3. केंद्रीय विद्यालय, बुरहानपुर, रायपुरा. खंडवा रोड, बुरहानपुर (म. प्र.)
4. केंद्रीय विद्यालय, टीकमगढ़ परिसर नगर पालिका परिषद् टीकमगढ़ (म. प्र.)-472001
5. केंद्रीय विद्यालय, हरदा जिला पंचायत के सामने, जिला-हरदा (म. प्र.)-461331
6. केंद्रीय विद्यालय, रायसेन डाईट कैम्पस, सागर रोड, रायसेन-464551
7. केंद्रीय विद्यालय, अम्बाला रोड, पो. जिगनी, मुरैना (म.प्र.)-467001
8. केंद्रीय विद्यालय, एंटा आई.टी.ओ.आई. परिसर, एंटा (उ.प्र.)-207001
9. केंद्रीय विद्यालय, डाईट कैम्पस, इटावा-206001
10. केंद्रीय विद्यालय, (महामाया नगर) तालाब औराहा, पुराना कलेक्टर भवन, हाथरस-204161
11. केंद्रीय विद्यालय, हासीमारा डाकघर-हासीमारा, जिला जलपाईगुडी, पश्चिम बंगाल-735215
12. केंद्रीय विद्यालय, तामुलपुर, डाकघर-तामुलपुर बक्शा (बी.टी.ए.डी.), आसाम-781367
13. केंद्रीय विद्यालय, पानबाडो, डाक घर -आलमगंज, जिला धुबडी, आसाम-783339
14. केंद्रीय विद्यालय, नेपा, डाक घर -उमसाव बड़ापानी रिभोई, मेघालय-793123
15. केंद्रीय विद्यालय, गांधीनगर डाक घर- के.के.बारी जिला-कुच बिहार, पश्चिम बंगाल-736179
16. केंद्रीय विद्यालय, बिन्नागुडी छावनी, जिला जलपाईगुडी-735232
17. केंद्रीय विद्यालय, रानीनगर, डाकघर-पातकाटा, जिला-जलपाईगुडी, पश्चिम बंगाल-735133
18. केंद्रीय विद्यालय, नारंगी, डाकघर-सातगांव गुवाहाटी आसाम-781027
19. केंद्रीय विद्यालय, न्यू बंगाईगांव, आसाम-783381
20. केंद्रीय विद्यालय, अपर शिलांग डाकघर-नॉंगलियर जिला-पू. खासी हिल्स, मेघालय-793009
21. केंद्रीय विद्यालय, बोरझर डाकघर - अजारा, गुवाहाटी-781017
22. केंद्रीय विद्यालय, दीव सरकारी माध्यमिक विद्यालय परिसर फुदम-दीव-36250



23. केंद्रीय विद्यालय, दरजीपुरा वायुसेना स्थल, दरजीपुरा, बडोदरा-390022
24. केंद्रीय विद्यालय, दाहोद फ्रीलेण्ड गंज, पारसी कॉलोनी के पास, दाहोद-389160
25. केंद्रीय विद्यालय, सं. प्र.के.सी.सु.ब.ता. चाकूर, जिला लातूर - 413513
26. केंद्रीय विद्यालय, द.म.रे. नांदेड मंडल रेल कार्यालय परिसर, एयरपोर्ट रोड, नांदेड- 431602
27. केंद्रीय विद्यालय, केंद्रीय रिजर्व पुलिस बल तलेगांव (दाभाडे), तलेगांव पुणे-410507 (महाराष्ट्र)

[फा.सं. 11011-1/2013-रा.भा.ए.]

अनन्त कुमार सिंह, संयुक्त सचिव

**MINISTRY OF HUMAN RESOURCE DEVELOPMENT**

**(Department of Higher Education)**  
(O.L. UNIT)

New Delhi, the 13th February, 2013

**S. O. 506.**—In pursuance of the Rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Kendriya Vidyalayas under the Ministry of Human Resource Development, (Deptt. of School Education & Literary) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi :

Sl. No. Name and address of the School

1. Kendriya Vidyalaya, Jhabua Gali Township, Jhabua (MP)
2. Kendriya Vidyalaya, Baruwani (MP)-451551
3. Kendriya Vidyalaya, Burhanpur, Rajpura Khandwa Road, Burhanpur (MP)
4. Kendriya Vidyalaya, Tikamgarh, Premises of Municipality Council Tikamgarh (MP)-472001
5. Kendriya Vidyalaya, Harda, Near Distt. Panchayat Office, Harda (MP)-461331
6. Kendriya Vidyalaya, Raisen Diet Campus, Sagar Road, Raisen-464551
7. Kendriya Vidyalaya, Morena Ambah Road P.O. Jigni Morena (MP) - 467001
8. Kendriya Vidyalaya, ITI Campus, Etah (U.P.)-207001
9. Kendriya Vidyalaya, DIET Campus, Etawah - 206001
10. Kendriya Vidyalaya, (Mahamaya Nagar) Talab Chauraha, Old Collectorate Building, Hathars-204101

11. Kendriya Vidyalaya, Hasimara, P.P. Hasimara, Distt. Jalpaiguri, West Bengal-735215
12. Kendriya Vidyalaya, Tamulpur, P.O. Tamulpur, Distt. Baksa (BTAD) Assam-781367
13. Kendriya Vidyalaya, Panbari, 22BN BSF Campus, P.O. Alomganj, Distt. Dhubari (Assam)-783339
14. Kendriya Vidyalaya, NEPA, PO Umsav Rebho, Meghalaya-793123
15. Kendriya Vidyalaya, Gandhinagar, Gopalpur, PO K.K. Bari Distt. Cooch Behar (WB)-736179
16. Kendriya Vidyalaya, Binaguri No. 2, Binaguri Canntt. Distt. Jalpaiguri-735232
17. Kendriya Vidyalaya, Raninagar, PO Patkata, Distt. Jalpaiguri (W.B.)-735133
18. Kendriya Vidyalaya, Narangi, PO-Satgaon, Guwahati Assam-781027
19. Kendriya Vidyalaya, New Bongaigaon, PO New Bongaigaon, Assam-783381
20. Kendriya Vidyalaya, Upper Shifling, PO Nonglyer, Distt. East Khasi Hills, Meghalaya-793009
21. Kendriya Vidyalaya, Borjha PO Azara, Guwahati-781017
22. Kendriya Vidyalaya, Diu, Govt. High School Campus, Fudam-Diu-36250
23. Kendriya Vidyalaya, Darjipura, Air Force Station, Darjipura, Vadodara-390022
24. Kendriya Vidyalaya, Dahod, Free Land Ganj, Near Parsi Colony, Dahod-389160
25. Kendriya Vidyalaya, STC BSE Chakuar, TQ-Chakru, Distt. Latur-413513
26. Kendriya Vidyalaya, SCR Nanded Divisional Railway Office Campus Airport Road Nanded-431602
27. Kendriya Vidyalaya, Central Reserve Police Force Talegaon (Dabhade), Talegaon Pune-410507 (Maharashtra)

[F.No. 11011-1/2013-O.L.U.]

ANANT KUMAR SINGH, Jt. Secy.

नई दिल्ली, 19 फरवरी, 2013

**का. आ. 507.**—ऑरोविले प्रतिष्ठान अधिनियम, 1988 (1988 का 54) की धारा-12 के साथ पठित धारा-11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार इस मंत्रालय की दिनांक 29 अक्टूबर, 2012 की समसंख्यक अधिसूचना के अनुसरण में श्री वाई. एस.वी.एस. मूर्ति, सचिव, श्री अरविन्दो सोसायटी, काकीनाडा शाखा, 65-12-5/1, नरासन्ना नगर, काकीनाडा, आंध्र प्रदेश-533003, को दिनांक 29 अक्टूबर, 2012 से चार वर्ष की अवधि के लिए ऑरोविले प्रतिष्ठान के शासी बोर्ड का सदस्य नियुक्त करती है।

[फा. सं. एफ-27-9/2012-यूयू]

वीना ईश, संयुक्त सचिव

New Delhi, the 19th February, 2013

**S. O. 507.**—In continuation to this Ministry's Notification of even number dated 29th October, 2012 and in exercise of the powers conferred by Section 11 read with Section 12, of the Auroville Foundation Act, 1988 (54 of 1988), the Central Government hereby nominates Shri Y. S. V. S. Murty, Secretary, Sri Aurobindo Society, Kakinda Branch, 65-12-5/1, Narasanna Nagar, Kakinada, Andhra Pradesh-533003, as a member of the Governing Board of the Auroville Foundation for a period of four years w.e.f. 29th October, 2012:

[F.No. F.27-9/2012-UU]

VEENA ISH, Jt. Secy.

### वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 15 फरवरी, 2013

**का. आ. 508.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वाणिज्य विभाग के अधीन एमएमटीसी लि. के निम्नलिखित क्षेत्रीय कार्यालय को अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है:—

एमएमटीसी लि.

भारत सरकार का उपक्रम,

पो. बा. सं. 3597, द्वितीय तल,

जोस ट्रस्ट बिल्डिंग,

चिट्टूर रोड, एरणाकुलम,

कोच्ची-682035

[फा.सं. ई-11013/1/2008-हिन्दी]

श्रीमती देवकी, निदेशक (राजभाषा)

### MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 15th February, 2013

**S. O. 508.**—In Pursuance of the rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following regional office of MMTC. Ltd. under Department of Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi:—

MMTC Ltd.

A Govt. of India Enterprise,

P. Box No. 3597, II Floor,

Jos Trust Building,

Chittoor Road, Ernakulam,

Kochi-682035

[F.No. E-11013/1/2008-Hindi]

Smt. DEVKI, Director (O.L.)

### सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 19 फरवरी, 2013

**का. आ. 509.**—केन्द्रीय सरकार, राजभाषा नियम, 1976 के संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन केयर बोर्ड (मुख्यालय) के निम्नलिखित कार्यालय जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है :—

1. शोरूम एवं बिक्री केन्द्र, कयर बोर्ड 5-8-328/1, चापेल रोड, हैदराबाद-500001
2. शोरूम एवं बिक्री केन्द्र, कयर बोर्ड, इंदिरा बाई-पास, आमडो गोलाई के पास, पीओ ताडोंग, गंगटोक, सिक्किम-737102
3. शोरूम एवं बिक्री केन्द्र, कयर बोर्ड, टीसी-25/360-2, रामकृष्ण बिल्डिंग, मनोरमा रोड, ईस्ट तंप्पानूर तिरुवनंतपुरम-695001
4. शोरूम एवं बिक्री केन्द्र, कयर बोर्ड, जी, दिहांग, आखेड, भंगाघर पल्लवी मोटर्स के सामने, जी एस रोड, गुवाहाटी-781005
5. शोरूम एवं बिक्री केन्द्र, कयर बोर्ड, शिबनगर, कॉलेज रोड, अगरतला कॉलेज, पीओ अगरतला-799004
6. कयर बोर्ड प्रादेशिक कार्यालय, नं. 3ए, पीनिया औद्योगिक क्षेत्र, टीवीएस क्रॉस के पास, पीनिया बैंगलूरु-560058
7. कयर बोर्ड प्रादेशिक कार्यालय, 5, अलगप्पा ले आउट, वेंकटेश्वरा कालोनी, पोल्लाची-642001
8. कयर बोर्ड स्कीम कार्यालय, केयर बोर्ड, न्यू मॉडल मैट्स व मैटिंग को-ऑपरेटिव सोसाइटी बिल्डिंग, आलप्पुषा-688001
9. कयर बोर्ड प्रादेशिक कार्यालय, स्वराज नगर, ए सी गार्डन्स, दौलेसरम रोड, राजमुंद्री, आन्ध्र प्रदेश-533101
10. कयर बोर्ड प्रादेशिक कार्यालय, मनोरंजनी, टीसी/9/1821ए शंकर लेन, एसआरएलसी-36 शास्त्रमंगलम, तिरुवनंतपुरम-695010

[फा. सं. ई-12016/01/2005 हिन्दी]

सी. के. मिश्रा, संयुक्त सचिव

### MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 19th February, 2013

**S. O. 509.**—In pursuance of Sub-Rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of Coir Board (Headquarters), under the control of the Ministry of Micro, Small and Medium Enterprises whereof more than 80% staff have acquired working knowledge in Hindi :

1. Showroom & Outlet, Coir Board, 5-8-328/1, Chapel Road, Hyderabad-500001, Andhra Pradesh.
2. Showroom & Outlet, Coir Board, Indira Bye Pass, Near Amdo Golai, P.O. Tadong, Gangtok, Sikkim-737102.
3. Showroom & Outlet, Coir Board, T.C. 25/360-2, Ram Krishna Building, Manorama Road, East Thampanoor, Trivandrum-695001.
4. Showroom & Outlet, Coir Board, 2G, Dihang Arcade, Bangaghar, opposite Pallavi Motors, G.S. Road, Guwahati-781005.
5. Showroom & Outlet, Coir Board, Shibnagar College Road, College P.O. Agartala-799004.
6. Coir Board Regional Office, No. 3A Peenya Industrial Area, Near TVS Cross, Peenya, Bangalore-560058.
7. Coir Board Regional Office, No. 5 Alagappa Layout, Venkateswara Colony, Pollachi-642001
8. Coir Mark Scheme Office, Coir Board, New Model Coir Mats & Mattings Co-operative Society Building, Alappuzha-688001
9. Coir Board Regional Office, Swaraj Nagar, A.C. Gardens, Doulesaram Road, Rajahmundry-533101 Andhra Pradesh.
10. Coir Board Regional Office, Manoranjinie, T.C. 9/1821, SRL-C-36, Shankar Lane, Sasthamangalam P.O. Trivandrum-695010

[F. No. E-12016/01/2005-Hindi]

C. K. MISHRA, Jt. Secy.

**उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**  
( उपभोक्ता मामले विभाग )  
( भारतीय मानक ब्यूरो )

नई दिल्ली, 31 जनवरी, 2013

**का. आ. 510.**—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधनों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

**अनुसूची**

क्रम संख्या	स्थापित भारतीय मानकों के संशोधनों/मानकों की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	संशोधन संख्या 3-आई एस 1460: 2005 मोटर वाहन डीजल ईंधन-विशिष्ट (पांचवा पुनरीक्षण)	कुछ नहीं	सितम्बर, 2012
2.	संशोधन संख्या 1-आई एस 4117: 2008 एलकोहल विगुणकर्मक-विशिष्ट (दूसरा पुनरीक्षण)	कुछ नहीं	सितम्बर, 2012
3.	संशोधन संख्या 2-आई एस 7884: 2004 शैम्पू पृष्ठ सक्रियक से बना-विशिष्ट (तीसरा पुनरीक्षण)	कुछ नहीं	सितम्बर, 2012
4.	आई एस 9573: 2012 द्रवित पेट्रोलियम गैस (एल पी जी) के लिए रबड़ होज-विशिष्ट (तीसरा पुनरीक्षण)	कुछ नहीं	नवम्बर, 2012
5.	संशोधन संख्या 1-आई एस 8406: 1993 संलग्न औद्योगिक गियर चालन के लिए गियर स्नेहक -विशिष्ट (दूसरा पुनरीक्षण)	कुछ नहीं	जनवरी, 2013

इन भारतीय संशोधनों/मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली - 110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ पीसीडी/जी-7(गजट)]

चित्रा गुप्ता, वैज्ञानिक 'ई' (पी. सी. डी.)

# MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 31st January, 2013

**S. O. 510.**—In pursuance of clause (b) of sub-rule(1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated :

## SCHEDULE

Sl. No.	No. & Year and title of the Indian Standards Established	No. & Year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	Amendment No. 3 to IS 1460:2005 Automotive Diesel Fuel - Specification (Fifth Revision)	None	September, 2012
2.	Amendment No. 1 to IS 4117:2008 Alcohol Denaturants - Specification (Second Revision)	None	September, 2012
3.	Amendment No. 2 to IS 7884:2004 Shampoo, Surfactant Based-Specification (Third Revision)	None	September, 2012
4.	IS 9573:2012 Rubber Hose for Liquefied Petroleum Gas (LPG)-Specification (Third Revision)	None	November, 2012
5.	Amendment No. 1 to IS 8406:1993 Gear Lubricants for Enclosed Industrial Gear Drives-Specification (Second Revision)	None	January, 2013

Copies of these amendments/standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. PCD/G-7(Gazette)]

CHITRA GUPTA, Scientist 'E' (P.C.D.)

नई दिल्ली, 13 फरवरी, 2013

**का. आ. 511.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा भाग अनु	वर्ष
1	2	3	4	5	6 7 8	9
01.	एल-9978122	03-01-2013	मै. लोटस वुडटेक प्रा.लि. दिल्ली रोहतक रोड, गाँव रोहद, बहादुरगढ़- 124507 जिला झज्जर (हरियाणा)	ब्लॉक बोर्ड	1659 - -	2004
02.	एल-9978223	03-01-2013	मै. लोटस वुडटेक प्रा.लि. दिल्ली रोहतक रोड, गाँव रोहद, बहादुरगढ़- 124507 जिला झज्जर (हरियाणा)	सामान्य प्रयोजनों के लिए प्लाईवुड	303 - -	1989
03.	एल-9978627	08-01-2013	मै. कपिल बैबरेज, गाँव बाखरी, प्लॉट नं. 5, बड़खल पाली रोड, जिला फरीदाबाद (हरियाणा)	पैकेजबन्द पेयजल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543 - -	2004
04.	एल-9977120	14-01-2013	मै. ओलम्पिक इन्जीनियर्स प्रा. लि. प्लॉट नं. 66, सैक्टर-6 आईएमटी, मनेसर, जिला गुडगाँव -122050 (हरियाणा)	द्रवित पेट्रोलियम गैस (द्र पै गै) मिश्रण के उपयोग के लिए अल्पदाब रेगुलेटर	9798 - -	1995
05.	एल-9977221	14-01-2013	मै. ओलम्पिक इन्जीनियर्स प्रा. लि. प्लॉट नं. 66, सैक्टर-6 आईएमटी, मनेसर, जिला गुडगाँव-122050 (हरियाणा)	5 लीटर से अधिक पानी की क्षमता वाले द्रवित पेट्रोलियम गैस (द्र पै गै) सिलिंडरों के उपयोग के लिए वाल्व फिटिंगें	8737 - -	1995
06.	एल-9980008	16-01-2013	मै. एल.एस.केबल इंडिया प्रा.लि. प्लॉट नं. 28-31, सैक्टर-5, फेस-11 जीसी बावल, बावल, जिला रेवाड़ी-123501 (हरियाणा)	अनुप्रस्थ जुड़े हुए पौलीइथाईलीन विधुतरोधी ताप-स्थायी ठके केबल भाग 3: 66 किलो वोल्ट से 220 किलो वोल्ट तक की कार्यकारी वोल्टता के लिए	7098 03 -	1993
07.	एल-9980513	16-01-2013	मै. हरीश एक्वा एन्टरप्राइसिस, गाँव छावन, पटौदी, जिला गुडगाँव, (हरियाणा)	पैकेजबन्द पेयजल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543 - -	2004

[सं. सी. एम डी/13:11]

एम. के. जैन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 13th February, 2013

**S. O. 511.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

**SCHEDULE**

Sl. No.	Licences No. CM/L-	Grant Date	Name & Address of the Licensee	Tititle of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
01.	L-9978122	03-01-2013	M/s. Louts Woodtech Pvt. Ltd., Delhi-Rohtak Road, Village Rohad, Bahadurgarh-124507 Distt. Jhajjar, (Haryana)	Block Board	1659	-	-	2004
02.	L-9978223	03-01-2013	M/s. Louts Woodtech Pvt. Ltd., Delhi-Rohtak Road, Village Rohad, Bahadurgarh-124507 Distt. Jhajjar, (Haryana)	Plywood for General Purposes	303	-	-	1989
03.	L-9978627	08-01-2013	M/s. Kapil Beverage, Village Bakhri, Plot No.5, Badkhal Pali Road, Distt. Faridabad, (Haryana)	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
04.	L-9977120	14-01-2013	M/s. Olympic Engineers Pvt. Ltd., Plot No. 66, Sector-6 IMT, Manesar, Distt. Gurgaon-122050 (Haryana)	Low Pressure Regulators for use with Liquefied Petroleum Gas (LPG) Mixtures	9798	-	-	1995
05.	L-9977221	14-01-2013	M/s. Olympic Engineers Pvt. Ltd., Plot No. 66, Sector-6 IMT, Manesar, Distt. Gurgaon-122050 (Haryana)	Valve Fitting for use with Liquefied Petroleum Gas (LPG) Cylinders of More than 5-Litre Water Capacity	8737	-	-	1995
06.	L-9980008	16-01-2013	M/s. L.S. Cable India Pvt. Ltd., Plot No. 28-31, Sector-5, Phase-II, GC Bawal, Bawal, Distt. Rewari-123501 (Haryana)	Cross-linked Polyethylene Insulated Thermoplastic Sheathed Cables Part 3: For Working Voltages from 66 kv upto and including 220kv	7098	03	-	1995
07.	L-9980513	16-01-2013	M/s. Harish Aqua Enterprises, Village Chhavan, Pataudi, Distt. Gurgaon, (Haryana)	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004

[No. CMD/13:11]

M. K. JAIN, Scientist 'F' &amp; Head

## कोयला मंत्रालय

नई दिल्ली, 20 फरवरी, 2013

का.आ. 512.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि से कोयला अभिप्राप्त होने की संभावना है ;

और, इसके अंतर्गत आने वाले रेखांक संख्या सी- 1(ई)।।।/एफयूआर/887-1012, तारीख 11 अक्टूबर, 2012, उक्त अनुसूची में वर्णित भूमि का क्षेत्र के ब्यौरे दिए गए हैं, निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (एक्सप्लोरेशन प्रभाग), केन्द्रीय खान योजना और डिजाइन संस्थान, गोंडवाना पैलेस, कांके रोड, रांची - 834 001 के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या जिला कलेक्टर, नागपुर और जिला कलेक्टर, चंद्रपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है ।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति --

- (i) उक्त अधिनियम की धारा 6 के अधीन किसी नुकसानी या अधिनियम की धारा 4 की उप-धारा (3) के अधीन होने वाले नुकसान की संभावना के लिए प्रतिकर का दावा कर सकेगा ; अथवा
- (ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वक्षण अनुज्ञप्तियों की बाबत या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गए खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को सुपुर्द करेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, उमरेड़ क्षेत्र, पोस्ट उमरेड़, तहसील उमरेड़, जिला नागपुर (महाराष्ट्र) या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेजेगा ।

**अनुसूची**  
**भगवानपुर ब्लाक**  
**उमरेड़ क्षेत्र**  
**जिला नागपुर ( महाराष्ट्र )**

[रेखांक संख्या सी-1(ई)III/एफयूआर/887-1012, तारीख 11 अक्टूबर, 2012]

**भाम- 'क'**

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	कुल (क्षेत्रफल हेक्टर में)	टिप्पणी
1	नांद	38	भिवापुर	नागपुर	242.00	भाग
2	वणी	39	भिवापुर	नागपुर	261.00	भाग
3	अल्सुर	39	भिवापुर	नागपुर	573.44	पूर्ण
4	जामगांव	39	भिवापुर	नागपुर	181.85	पूर्ण
5	खोलडोड़ा	39	भिवापुर	नागपुर	181.26	पूर्ण
6	सुकली	40क	भिवापुर	नागपुर	31.00	भाग
7	पोलगांव	40क	भिवापुर	नागपुर	288.00	भाग
8	खुरसापार	40क	भिवापुर	नागपुर	20.00	भाग
9	सायगांव	40	भिवापुर	नागपुर	326.40	पूर्ण
10	भगवानपुर	40	भिवापुर	नागपुर	547.94	पूर्ण
11	साकरा	40	भिवापुर	नागपुर	194.41	पूर्ण
12	खारकाड़ा	40	भिवापुर	नागपुर	471.61	पूर्ण
13	खापरी	40	भिवापुर	नागपुर	386.47	पूर्ण
14	वाढोना	19	चिमु	चंद्रपुर	80.00	भाग
15	डोंगरला	19	चिमु	चंद्रपुर	169.02	पूर्ण
16	जांभुल विहिरा	19	चिमु	चंद्रपुर	313.00	भाग
17	सावरला	19	चिमु	चंद्रपुर	70.00	भाग

कुल क्षेत्र : 4337.40 हेक्टर (लगभग)

या 10717.72 एकड़ (लगभग)



**अनुसूची**  
**भाग-‘ख’ (आरक्षित वन)**

क्रम संख्या	डिवीजन	रेंज	तहसील	जिला	कम्पार्टमेंट संख्या/ ग्राम	कुल (क्षेत्रफल हेक्टर में)	टिप्पणी
1	उमरेड़ साऊथ	अलसुर	भिवापुर	नागपुर	348	303.52	पूर्ण
					349	248.88	पूर्ण
2	उमरेड़ साऊथ	खोलड़ोड़ा	भिवापुर	नागपुर	345	268.71	पूर्ण
					346	17.60	पूर्ण
					347	81.34	पूर्ण
3	ब्रम्हपुरी	भीसी	चिमुर्	चंद्रपुर	कीटाड़ी	31.69	पूर्ण

कुल क्षेत्र : 951.74 हेक्टर (लगभग)

या 2351.75 एकड़ (लगभग)

**भाग-‘ग’ (संरक्षित वन)**

क्रम संख्या	डिवीजन	रेंज	तहसील	जिला	कम्पार्टमेंट संख्या/ ग्राम	कुल (क्षेत्रफल हेक्टर में)	टिप्पणी
1	उमरेड़ साऊथ	सायगांव	भिवापुर	नागपुर	427	46.20	पूर्ण
2	उमरेड़ साऊथ	अलसुर	भिवापुर	नागपुर	428	39.43	पूर्ण
3	ब्रम्हपुरी	भीसी	चिमुर्	चंद्रपुर	जांभुल विहिरा	49.28	पूर्ण
4	ब्रम्हपुरी	भीसी	चिमुर्	चंद्रपुर	सावरला	5.08	पूर्ण

कुल क्षेत्र : 139.99 हेक्टर लगभग)

या 345.91 एकड़ (लगभग)

भाग - ‘क’ + भाग - ‘ख’ + भाग - ‘ग’ = कुल क्षेत्रफल

4337.40 + 951.74 + 139.99 = 5429.13 हेक्टर (लगभग)

या

10717.72 + 2351.75 + 345.91 = 13415.38 एकड़ (लगभग)

## सीमा वर्णन :

- क - ख : रेखा बिन्दु 'क' के ग्राम नांद से आरंभ होती है और ग्राम सुकली और पोलगांव से होती हुई ग्राम खुरसापार की सम्मिलित ग्राम सीमा पर बिन्दु 'ख' पर मिलती है ।
- ख - ग : रेखा ग्राम खुरसापार से निकलकर ग्राम भगवानपुर और आरक्षित वन से होकर ग्राम चकशिवानी के आरक्षित वन में बिन्दु 'ग' पर मिलती है ।
- ग - घ : रेखा आरक्षित वन से होती हुई ग्राम वाढ़ोना से गुजरती है और ग्राम वाढ़ोना की सीमा पर बिन्दु 'घ' पर मिलती है ।
- घ - ङ : रेखा ग्राम खापरी से होती हुई ग्राम डोंगराला की सम्मिलित ग्राम सीमा पर बिन्दु 'ङ' पर मिलती है ।
- ङ - च : रेखा ग्राम डोंगराला और ग्राम सावरला से गुजरती हुई ग्राम कीटाड़ी के सीमा रेखा पर बिन्दु 'च' पर मिलती है ।
- च - छ : रेखा ग्राम सावरला से गुजरती हुई ग्राम जांभुल विहिरा के सीमा रेखा पर बिन्दु 'छ' पर मिलती है ।
- छ - ज : रेखा ग्राम जांभुल विहिरा से होती हुई ग्राम जांभुल विहिरा में बिन्दु 'ज' पर मिलती है।
- ज - झ : रेखा ग्राम जांभुल विहिरा और डोंगरगांव कालु से गुजरती हुई बिन्दु 'झ' पर मिलती है।
- झ - ञ : रेखा आरक्षित वन से गुजरती हुई ग्राम जामगांव की सम्मिलित रेखा पर बिन्दु 'ञ' पर मिलती है ।
- ञ - ट : रेखा जामगांव और आरक्षित वन से गुजरती हुई आरक्षित वन में बिन्दु 'ट' पर मिलती है ।
- ट - ठ : रेखा आरक्षित वन से गुजरती हुई आरक्षित वन में बिन्दु 'ठ' पर मिलती है ।
- ठ - ड : रेखा आरक्षित वन से गुजरती हुई आरक्षित वन में बिन्दु 'ड' पर मिलती है ।
- ड - ढ : रेखा आरक्षित वन और ग्राम जामगांव से गुजरती हुई ग्राम वणी की ग्राम सीमा पर बिन्दु 'ढ' पर मिलती है ।

ढ - ण : रेखा ग्राम वणी और ग्राम खारकाड़ा से गुजरती हुई ग्राम नांद की सीमा रेखा पर बिन्दु 'ण' पर मिलती है ।

ण - क : रेखा ग्राम नांद से होकर गुजरती है और ग्राम सुकाली में आरंभिक बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/31/2012-पीआरआईडब्ल्यू-1]

वी. एस. राणा, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 20th February, 2013

**S.O. 512.**—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto ;

And whereas, the plan bearing number C-1(E)III/FUR/887- 1012, dated the 11<sup>th</sup> October, 2012 containing details of the areas of land described in the said Schedule may be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi – 834 001 or at the office of the Coal Controller, 1, Council House Street, Kolkata – 700001 or at the office of the District Collector, Nagpur and District Collector, Chandrapur (Maharashtra).

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule.

Any person interested in the land described in the above mentioned Schedule may –

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof ; or
- (ii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Chief General Manager, Western Coalfields Limited, Umrer Area, Post Umrer, Tahsil Umrer, District Nagpur (Maharashtra) or General Manager, Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within a period of ninety days from the date of publication of this notification.

**SCHEDULE**

**Bhagwanpur Block  
Umrer Area  
District Nagpur (Maharashtra)**

[Plan bearing number C-1(E)III/FUR/887-1012, dated the 11th October, 2012]

**Part 'A'**

Sl. No.	Name of Village	Patwari Circle Number	Tahsil	District	Total (area in hectares)	Remarks
1	Nand	38	Bhiwapur	Nagpur	242.00	Part
2	Wani	39	Bhiwapur	Nagpur	261.00	Part
3	Alesur	39	Bhiwapur	Nagpur	573.44	Full
4	Jamgaon	39	Bhiwapur	Nagpur	181.85	Full
5	Kholdoda	39	Bhiwapur	Nagpur	181.26	Full
6	Sukali	40A	Bhiwapur	Nagpur	31.00	Part
7	Polgaon	40A	Bhiwapur	Nagpur	288.00	Part
8	Khursapar	40A	Bhiwapur	Nagpur	20.00	Part
9	Saigaon	40	Bhiwapur	Nagpur	326.40	Full
10	Bhagwanpur	40	Bhiwapur	Nagpur	547.94	Full
11	Sakara	40	Bhiwapur	Nagpur	194.41	Full
12	Kharkada	40	Bhiwapur	Nagpur	471.61	Full
13	Khapri	40	Bhiwapur	Nagpur	386.47	Full
14	Wadhona	19	Chimur	Chandrapur	80.00	Part
15	Dongarla	19	Chimur	Chandrapur	169.02	Full
16	Jambhul- Vihira	19	Chimur	Chandrapur	313.00	Part
17	Sawarla	19	Chimur	Chandrapur	70.00	Part

Total area : 4337.40 hectares  
(approximately)  
or 10717.72 acres  
(approximately)

**Part 'B' (Reserved Forest)**

Sl. No.	Division	Range	Tahsil	District	Compartment Number/ Village	Total (area in hectares)	Remarks
1	Umrer South	Alesur	Bhiwapur	Nagpur	348	303.52	Full
					349	248.88	Full
2	Umrer South	Kholdoda	Bhiwapur	Nagpur	345	268.71	Full
					346	17.60	Full
					347	81.34	Full
3	Brahmpuri	Bhisi	Chimur	Chandrapur	Kitadi	31.69	Full

Total area : 951.74 hectares  
(approximately)  
or 2351.75 acres  
(approximately)

**Part 'C' (Protected Forest)**

Sl. No.	Division	Range	Tahsil	District	Compartment Number/ Village	Total (area in hectares)	Remarks
1	Umrer South	Saigaon	Bhiwapur	Nagpur	427	46.20	Full
2	Umrer South	Alesur	Bhiwapur	Nagpur	428	39.43	Full
3	Brahmpuri	Bhisi	Chimur	Chandrapur	Jambhul Vihira	49.28	Full
4	Brahmpuri	Bhisi	Chimur	Chandrapur	Sawarla	5.08	Full

Total area : 139.99 hectares  
(approximately)  
or 345.91 acres  
(approximately)

Part 'A'	+	Part 'B'	+	Part 'C'	=	Total area
4337.40	+	951.74	+	139.99	=	5429.13 hectares (approximately)
or						
10717.72	+	2351.75	+	345.91	=	13415.38 acres (approximately)

**Boundary description :**

- A - B : Line starts from Point 'A' Nand village and passes through village Sukali, Polgaon and meets at Point 'B' in village boundary of Khursapar.
- B - C : Line passes through village Khursapar, Bhagwanpur and passes through Reserved Forest and meets at Point 'C' in village Chak Shiwani Reserve Forest.
- C - D : Line passes through Reserve Forest and village Wadhona to meets at Point 'D' in village boundary of Wadhona.
- D - E : Line passes through village Khapari and meets at Point 'E' in village boundary of Dongarala.
- E - F : Line passes along village boundary of Dongarala, Sawarla and meets at Point 'F' in village Kitadi.
- F - G : Line passes through village Sawarla and meets at Point 'G' in village boundary of Dongarla.
- G - H : Line passes through village Jambhul Vihira and meets at Point 'H' in village Jambhul Vihira.
- H - I : Line passes through villages Jambhul Vihira and Dongargaon Kalu and meets at Point 'I'.
- I - J : Line passes through reserve forest and meets at Point 'J' of village boundary of Jamgaon.
- J - K : Line passes through reserve forest and meets at Point 'K' in reserve forest.
- K - L : Line passes through reserve forest and meets at Point 'L' in reserve forest.
- L - M : Line passes through reserve forest and meets at Point 'M' in reserve forest.
- M - N : Line passes through reserve forest and village Jamgaon and meets at Point 'N' in Wani village boundary.

- M - O : Line passes through villages Wani, Kharkada and meets at Point 'O' in Nand village boundary.
- O - A : Line passes through village Nand and meets at starting Point 'A' in Sukali village boundary.

[ F. No. 43015/31/2012-PRW-I]

V. S. RANA, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 फरवरी, 2013

**का.आ. 513.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप - हल्दिया - दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप - हल्दिया - बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : तमलुक - I जिला : पूर्व मेदिनीपुर राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	कापासबेड़या - 283	09	00	03	00
		10	00	05	20
		31 / 1719	00	01	10
		32	00	00	20
		30	00	03	10
		28	00	01	80
		26	00	01	10
		22	00	01	10
		29	00	00	20
		50	00	02	20
		51	00	00	20
		49 / 1723	00	01	60
		53	00	02	40
		68	00	02	80
		301	00	04	00
		300	00	01	40
		308	00	01	80
		309	00	01	10
		292	00	02	60
		291	00	05	60
		293	00	00	20
		288	00	05	80
		286	00	02	90
		285	00	01	00
		464	00	04	20
		463	00	06	40
		470 / 1741	00	00	20
		472 / 1742	00	05	60
		471	00	00	20
		472	00	06	00
		472 / 1745	00	00	20
		472 / 1746	00	00	20
		256	00	01	60



1	2	3	4	5	6
	कापासबेड़या — 283	543	00	00	20
	जारी.....	486	00	01	00
		541	00	04	20
		538	00	05	30
		536	00	00	80
		534	00	04	70
		533	00	00	20
		770	00	09	60
		771	00	02	90
		749 / 1762	00	01	00
		817 / 1907	00	02	20
		817 / 1906	00	03	90
		817	00	03	10
		817 / 1905	00	01	10
		814	00	00	70
		816	00	02	30
		820	00	01	90
		815	00	00	20
		819	00	00	20
		821	00	02	10
		822	00	00	60
	821 व 823 के मध्य		00	00	20
		823	00	02	10
		857 / 1784	00	01	80
		857	00	01	80
		857 / 1782	00	01	30
		857 / 1781	00	00	90
		857 / 1780	00	00	90
		863 / 1786	00	04	00
		856 / 1776	00	00	20
		855	00	01	20
		863	00	01	20
		849	00	01	30
		848	00	03	60
		850	00	00	20
		850 / 1775	00	00	40
		845	00	01	10

1	2	3	4	5	6
	कापासबेड़या — 283	847 / 1817	00	01	50
	जारी.....	1196	00	01	50
		1558 / 1889	00	01	40
		1539	00	01	00
		1536 / 1687	00	00	90
		1536	00	01	50
		1534	00	01	90
		1533	00	01	00
		1545	00	01	60
		1547	00	02	70
		1526	00	00	50
		1548	00	00	20
		1549	00	00	50
		1525	00	02	20
		1524	00	02	40
		1523	00	01	90
		1522	00	00	50
		1610	00	00	20
		1611	00	00	80
		1612	00	01	30
		1514	00	02	70
		1513	00	02	30
		1614	00	05	10
		1520	00	00	20
		1517	00	00	40
		1518	00	02	20
		1519	00	01	10
		1636	00	02	10
		1635	00	00	20
		1642	00	00	80
		1643	00	01	60
		1644	00	00	20
		1645	00	02	00
		1631	00	03	40
		1647	00	00	20
		1648	00	01	20
		1649	00	00	90

1	2	3	4	5	6
	कापासबेड़या — 283	1650	00	00	20
	जारी.....	1651	00	00	20
		1639	00	01	20
		1470	00	00	20
		1469	00	00	90
		1468	00	02	20
		1466	00	00	20
2	निश्चिन्ताबसान — 147	1176	00	01	30
		1282	00	02	80
		1755	00	00	90
		1756	00	03	10
		1757	00	02	80
		1758	00	00	70
		1761	00	00	60
		1762	00	00	20
	आमगेछया — 95	310	00	01	10
		311	00	05	40
		306	00	03	10
		322	00	05	20
		321	00	00	30
		323	00	04	60
		320	00	01	60
		325	00	03	00
		324	00	00	20
		329	00	02	80
		336	00	03	40
		335	00	00	20
		337	00	03	40
		346	00	03	80
		341	00	00	20
		342	00	00	30
		343	00	00	70
		345	00	02	10
		344	00	00	20
		360	00	01	30
		362	00	00	50
		363	00	00	50

1	2	3	4	5	6
	आमगेछया - 95	364	00	01	70
	जारी.....	367	00	00	70
		398	00	00	30
		399	00	00	60
		451	00	00	20
		452	00	06	60
		455	00	00	20
		456	00	00	50
		457	00	01	60
		461	00	01	80
		458	00	06	00
		459	00	01	10
		644	00	03	60
		612	00	01	70
		642	00	03	90
		641	00	06	90
		640	00	02	40
		637	00	02	40
		636	00	03	90
		635	00	02	60
		631	00	00	60
4	नरसिंहकालुया - 94	502	00	03	40
		501	00	02	70
		506	00	00	30
		507	00	01	20
		500	00	00	20
		508	00	02	00
		509	00	02	80
		513	00	02	20
		514	00	02	20
		517	00	01	10
		516	00	01	60
		518	00	00	20
		524	00	03	00
		523	00	00	60

1	2	3	4	5	6
	नरसिंहकालुया -- 94	525	00	04	90
	जारी.....	526	00	01	50
5	बलिकालुया -- 93	48	00	01	30
		89	00	02	50
		50	00	01	20
		51	00	00	80
		52	00	01	30
		53	00	00	20
		420	00	06	10
		54	00	03	00
		55	00	02	20
		56	00	00	20
		151	00	01	70
		150	00	01	00
		155	00	01	00
		146	00	00	20
		156	00	02	60
		348	00	05	80
		349	00	00	50
		350	00	09	80
		353	00	01	40
		352	00	01	60
		356	00	04	30
		361	00	00	40
		346	00	00	20
		360	00	04	30
		364	00	01	00
		363	00	00	50
		368	00	02	30
		367	00	01	70
		390 / 413	00	02	00
		390:	00	05	10
		393	00	01	10
		392	00	00	20
		404	00	02	00
		405	00	01	60
		406	00	01	40

1	2	3	4	5	6
	बलिकालुया - 93	407	00	03	70
	जारी.....	408	00	00	20
6	कन्टीबाड़ - 58	35	00	00	70
		34	00	01	21
		33	00	00	30
		26	00	01	20
		24	00	00	90
		23	00	01	80
		22	00	01	50
		14	00	00	60

[फा. सं. आर-25011/27/2012-ओ.आर.-I]

पवन कुमार, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 20th February, 2013

**S.O. 513.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip - Haldia -Durgapur LPG Pipeline & Augmentation of Paradip - Haldia -Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P S: TAMLUK - I		DISTRICT : PURBA MEDINIPUR		STATE : WEST BENGAL	
Sl. No.	Name of the Mouza	Khasra No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	KAPASBERYA - 283	09	00	03	00
		10	00	05	20
		31/1719	00	01	10
		32	00	00	20
		30	00	03	10
		28	00	01	80
		26	00	01	10
		22	00	01	10
		29	00	00	20
		50	00	02	20
		51	00	00	20
		49/1723	00	01	60
		53	00	02	40
		68	00	02	80
		301	00	04	00
		300	00	01	40
		308	00	01	80
		309	00	01	10
		292	00	02	60
		291	00	05	60
		293	00	00	20
		288	00	05	80
		286	00	02	90
		285	00	01	00
		464	00	04	20
		463	00	06	40
		470/1741	00	00	20
		472/1742	00	05	60
		471	00	00	20
		472	00	06	00
		472/1745	00	00	20
		472/1746	00	00	20
		256	00	01	60

1	2	3	4	5	6
	KAPASBERYA - 283	543	00	00	20
	Contd.....	486	00	01	00
		541	00	04	20
		538	00	05	30
		536	00	00	80
		534	00	04	70
		533	00	00	20
		770	00	09	60
		771	00	02	90
		749/1762	00	01	00
		817/1907	00	02	20
		817/1906	00	03	90
		817	00	03	10
		817/1905	00	01	10
		814	00	00	70
		816	00	02	30
		820	00	01	90
		815	00	00	20
		819	00	00	20
		821	00	02	10
		822	00	00	60
	Svy Number in between 821 to 823		00	00	20
		823	00	02	10
		857/1784	00	01	80
		857	00	01	80
		857/1782	00	01	30
		857/1781	00	00	90
		857/1780	00	00	90
		863/1786	00	04	00
		856/1776	00	00	20
		855	00	01	20
		863	00	01	20
		849	00	01	30
		848	00	03	60
		850	00	00	20
		850/1775	00	00	40
		845	00	01	10



1	2	3	4	5	6
	KAPASBERYA - 283	847/1817	00	01	50
	Contd.....	1196	00	01	50
		1558/1889	00	01	40
		1539	00	01	00
		1536/1687	00	00	90
		1536	00	01	50
		1534	00	01	90
		1533	00	01	00
		1545	00	01	60
		1547	00	02	70
		1526	00	00	50
		1548	00	00	20
		1549	00	00	50
		1525	00	02	20
		1524	00	02	40
		1523	00	01	90
		1522	00	00	50
		1610	00	00	20
		1611	00	00	80
		1612	00	01	30
		1514	00	02	70
		1513	00	02	30
		1614	00	05	10
		1520	00	00	20
		1517	00	00	40
		1518	00	02	20
		1519	00	01	10
		1636	00	02	10
		1635	00	00	20
		1642	00	00	80
		1643	00	01	60
		1644	00	00	20
		1645	00	02	00
		1631	00	03	40
		1647	00	00	20
		1648	00	01	20
		1649	00	00	90

1	2	3	4	5	6
	KAPASBERYA - 283	1650	00	00	20
	Contd.....	1651	00	00	20
		1639	00	01	20
		1470	00	00	20
		1469	00	00	90
		1468	00	02	20
		1466	00	00	20
2	NISHCHINTABASAN - 147	1176	00	01	30
		1282	00	02	80
		1755	00	00	90
		1756	00	03	10
		1757	00	02	80
		1758	00	00	70
		1761	00	00	60
		1762	00	00	20
3	AMGECHHYA - 95	310	00	01	10
		311	00	05	40
		306	00	03	10
		322	00	05	20
		321	00	00	30
		323	00	04	60
		320	00	01	60
		325	00	03	00
		324	00	00	20
		329	00	02	80
		336	00	03	40
		335	00	00	20
		337	00	03	40
		346	00	03	80
		341	00	00	20
		342	00	00	30
		343	00	00	70
		345	00	02	10
		344	00	00	20
		360	00	01	30
		362	00	00	50
		363	00	00	50

1	2	3	4	5	6
	AMGECHHYA - 95	364	00	01	70
	Contd. . . .	367	00	00	70
		398	00	00	30
		399	00	00	60
		451	00	00	20
		452	00	06	60
		455	00	00	20
		456	00	00	50
		457	00	01	60
		461	00	01	80
		458	00	06	00
		459	00	01	10
		644	00	03	60
		612	00	01	70
		642	00	03	90
		641	00	06	90
		640	00	02	40
		637	00	02	40
		636	00	03	90
		635	00	02	60
		631	00	00	60
4	NARSINGKALUA - 94	502	00	03	40
		501	00	02	70
		506	00	00	30
		507	00	01	20
		500	00	00	20
		508	00	02	00
		509	00	02	80
		513	00	02	20
		514	00	02	20
		517	00	01	10
		516	00	01	60
		518	00	00	20
		524	00	03	00
		523	00	00	60

1	2	3	4	5	6
	NARSINGKALUA - 94	525	00	04	90
	Contd.....	526	00	01	50
		48	00	01	30
5	BALIKALUA - 93	89	00	02	50
		50	00	01	20
		51	00	00	80
		52	00	01	30
		53	00	00	20
		420	00	06	10
		54	00	03	00
		55	00	02	20
		56	00	00	20
		151	00	01	70
		150	00	01	00
		155	00	01	00
		146	00	00	20
		156	00	02	60
		348	00	05	80
		349	00	00	50
		350	00	09	80
		353	00	01	40
		352	00	01	60
		356	00	04	30
		361	00	00	40
		346	00	00	20
		360	00	04	30
		364	00	01	00
		363	00	00	50
		368	00	02	30
		367	00	01	70
		390/413	00	02	00
		390	00	05	10
		393	00	01	10
		392	00	00	20
		404	00	02	00
		405	00	01	60
		406	00	01	40

1	2	3	4	5	6
	BALIKALUA - 93	407	00	03	70
	Contd.....	408	00	00	20
6	KANTHIBAR - 58	35	00	00	70
		34	00	01	21
		33	00	00	30
		26	00	01	20
		24	00	00	90
		23	00	01	80
		22	00	01	50
		14	00	00	00

[ F. No. R-25011/27/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 20 फरवरी, 2013

का.आ. 514.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : तमलुक - II जिला : पूर्व मेदिनीपुर राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	दक्षिण उसतपुर - 60	1581	00	02	30
		1583	00	02	40
		1582	00	00	40
		1584	00	00	80
		1585	00	02	30
		1586	00	02	60
		1588	00	01	90
		1587	00	00	20
		1616 / 1775	00	03	10
		1596	00	03	00
		1597	00	01	70
		1566	00	00	70
		1605	00	02	70
		1604	00	03	50
		1268	00	02	20
		1267	00	00	40
		1266	00	02	20
		1265	00	03	20
		1264	00	02	40
		1270	00	00	20
		1271	00	01	30
		1260	00	03	70
		1259	00	02	40
		1252	00	03	00
		1253 / 1770	00	00	60
		1253	00	03	20
		1244	00	01	00
		1243	00	02	20
		1242	00	01	90
		1240	00	00	20

1	2	3	4	5	6
	दक्षिण उसतपुर - 60	1241	00	02	60
	जारी.....	1239	00	04	30
		1238	00	02	80
		1158	00	00	40
		1005	00	00	20
		1004 / 1721	00	05	30
		1008	00	05	00
		1009	00	06	20
		1011	00	01	40
		1012	00	00	40
		1013	00	04	40
		968 / 1759	00	02	00
		1140	00	00	50
		951	00	02	10
		1019 / 1763	00	00	30
		969	00	00	20
		950	00	00	40
		949	00	03	60
2.	पदमपुर - 99	628	00	03	00
		595	00	03	80
		596	00	01	50
		594	00	00	20
		597	00	00	90
		584	00	02	00
		582	00	00	20
		600	00	00	20
		583	00	01	60
		599	00	01	70
		601	00	01	90
		602	00	00	70
		603	00	00	40
		604	00	00	70
		622	00	01	10
		606	00	00	40

1	2	3	4	5	6
	पदमपुर -- 99	611	00	01	80
	जारी.....	610	00	01	30
		515	00	00	80
		484	00	00	60
		483	00	01	80
		480	00	00	40
		479	00	00	20
		490	00	00	20
		482	00	00	40
		478	00	04	40
		491	00	00	20
		492	00	06	00
		495	00	02	50
		496	00	01	10
		500	00	04	00
		499	00	00	20
		501	00	02	40
		393	00	05	80
		390	00	00	20
		392	00	03	70
		367	00	07	40
		366	00	05	90
		397	00	00	20
		398	00	00	70
		110	00	01	50
		109	00	04	70
		108	00	06	30
		107	00	00	40
		66/659	00	03	90
		103	00	05	10
		102	00	09	10
		101	00	02	90
		95	00	02	30
		94	00	00	30



1	2	3	4	5	6
	पदमपुर - 99	96	00	01	20
	जारी.....	91	00	02	00
		87 / 639	00	00	70
		2	00	01	10
3	राजगोदा - 100	466	00	04	40
		248	00	02	00
		247	00	01	60
		249	00	05	60
		464	00	09	50
		251	00	01	30
		262	00	10	60
		463	00	00	20
		262 / 607	00	05	60
		263	00	08	50
		264	00	00	20
		267	00	08	30
		266	00	06	50
		274	00	07	00
		273	00	05	30
		272	00	05	70
		284	00	03	50
		283	00	04	40
		287	00	00	20
		288	00	01	20
		290	00	01	80
		289	00	00	20
		291	00	02	70
		298	00	05	40
		296	00	00	90
		295 / 596	00	05	50
		295	00	00	50
		56	00	00	50
		55	00	00	40
		54	00	00	40

1	2	3	4	5	6
	राजगोदा - 100	304	00	01	70
	जारी.....	305	00	04	80
		307	00	04	70
		310	00	04	40
		45	00	04	10

[फा. सं. आर-25011/27/2012-ओ.आर.-I]

पवन कुमार, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 514.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar, W.B.C.S (Exe.)Retd.Competent Authority Paradip - Haldia -Durgapur LPG Pipeline & Augmentation of Paradip - Haldia -Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P S: TAMLUK - II DISTRICT : PURBA MEDINIPUR STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasra No. (R.S.)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	DAKSHIN USATPUR - 60	1581	00	02	30
		1583	00	02	40
		1582	00	00	40
		1584	00	00	80
		1585	00	02	30
		1586	00	02	60
		1588	00	01	90
		1587	00	00	20
		1616/1775	00	03	10
		1596	00	03	00
		1597	00	01	70
		1566	00	00	70
		1605	00	02	70
		1604	00	03	50
		1268	00	02	20
		1267	00	00	40
		1266	00	02	20
		1265	00	03	20
		1264	00	02	40
		1270	00	00	20
		1271	00	01	30
		1260	00	03	70
		1259	00	02	40
		1252	00	03	00
		1253/1770	00	00	60
		1253	00	03	20
		1244	00	01	00
		1243	00	02	20
		1242	00	01	90
		1240	00	00	20

1	2	3	4	5	6
	DAKSHIN USATPUR - 60	1241	00	02	60
	Contd...	1239	00	04	30
		1238	00	02	80
		1158	00	00	40
		1005	00	00	20
		1004/1721	00	05	30
		1008	00	05	00
		1009	00	06	20
		1011	00	01	40
		1012	00	00	40
		1013	00	04	40
		968/1759	00	02	00
		1140	00	00	50
		951	00	02	10
		1019/1763	00	00	30
		969	00	00	20
		950	00	00	40
		949	00	03	60
2	PADAMPUR - 99	628	00	03	00
		595	00	03	80
		596	00	01	50
		594	00	00	20
		597	00	00	90
		584	00	02	00
		582	00	00	20
		600	00	00	20
		583	00	01	60
		599	00	01	70
		601	00	01	90
		602	00	00	70
		603	00	00	40
		604	00	00	70
		622	00	01	10
		606	00	00	40

1	2	3	4	5	6
	PADAMPUR - 99	611	00	01	80
	Contd...	610	00	01	30
		515	00	00	80
		484	00	00	60
		483	00	01	80
		480	00	00	40
		479	00	00	20
		490	00	00	20
		482	00	00	40
		478	00	04	40
		491	00	00	20
		492	00	06	00
		495	00	02	50
		496	00	01	10
		500	00	04	00
		499	00	00	20
		501	00	02	40
		393	00	05	80
		390	00	00	20
		392	00	03	70
		367	00	07	40
		366	00	05	90
		397	00	00	20
		398	00	00	70
		110	00	01	50
		109	00	04	70
		108	00	06	30
		107	00	00	40
		66/659	00	03	90
		103	00	05	10
		102	00	09	10
		101	00	02	90
		95	00	02	30
		94	00	00	30

1	2	3	4	5	6
	PADAMPUR - 99	96	00	01	20
	Contd.	91	00	02	00
		87/639	00	00	70
		2	00	01	10
3	RAJGODA - 100	466	00	04	40
		248	00	02	00
		247	00	01	60
		249	00	05	60
		464	00	09	50
		251	00	01	30
		262	00	10	60
		463	00	00	20
		262/607	00	05	60
		263	00	08	50
		264	00	00	20
		267	00	08	30
		266	00	06	50
		274	00	07	00
		273	00	05	30
		272	00	05	70
		284	00	03	50
		283	00	04	40
		287	00	00	20
		288	00	01	20
		290	00	01	80
		289	00	00	20
		291	00	02	70
		298	00	05	40
		296	00	00	90
		295/596	00	05	50
		295	00	00	50
		56	00	00	50
		55	00	00	40
		54	00	00	40

1	2	3	4	5	6
	RAJGODA - 100	304	00	01	70
	Contd...	305	00	04	80
		307	00	04	70
		310	00	04	40
		45	00	04	10

[ F. No. R-25011/27/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 22 फरवरी, 2013

का.आ. 515.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : गल्सी		जिला : वर्द्धमान	राज्य : पश्चिम बंगाल		
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	साटीनन्दी — 114	5782	00	06	30
		5780	00	03	10
		5770	00	03	80
		5771	00	05	80
		5761	00	00	80
		5772	00	01	00
		5710	00	04	20
		5747	00	03	70
		5746	00	04	20
		5714	00	03	40
		5715	00	04	60
		5720	00	00	40
		5748	00	00	20
		5718	00	05	30
		5719	00	02	80
		3286	00	05	30
		3288	00	03	50
		3289	00	00	90
		3293	00	03	70
		3294	00	03	40
2	बेलग्राम — 117	3260 / 4094	00	04	00
		3257	00	00	60
		3260	00	07	20
		3248	00	04	20
		3245	00	03	50
		3243	00	03	60
		3240	00	02	80
		3241	00	03	40
		3206	00	03	80
		3207	00	03	50



1	2	3	4	5	6
	बेलग्राम - 117	3208	00	02	40
	जारी.....	3209	00	07	20
		3181	00	10	10
		3182	00	04	90
		3184	00	02	80
		3185	00	01	70
		3188	00	01	00
		3187	00	03	10
		3030	00	02	90
		3031	00	02	70
		3032	00	00	80
		3033	00	01	60
		3038	00	01	70
		3037	00	02	10
		3039	00	05	10
		3040	00	03	30
		3044	00	04	50
		3065	00	00	40
		3045	00	07	90
		3053	00	01	50
		3054	00	02	60
		783	00	03	10
		782	00	01	40
		781	00	01	70
		777	00	02	30
		771	00	00	40
		766	00	02	40
		767	00	01	10
		758	00	01	90
		759	00	01	80
		749	00	01	90
		750	00	01	30
		753	00	00	20
		751	00	00	40

1	2	3	4	5	6
	बेलग्राम - 117	752	00	00	40
	जारी.....	746	00	05	20
		742	00	02	40
		692	00	04	10
		691	00	05	40
		689	00	01	40
		688	00	02	20
		686	00	10	80
		687	00	00	50
		682	00	04	30
		683	00	03	00
		624	00	01	00
		625	00	14	80
		649	00	11	60
		647	00	02	50
		646	00	01	70
		645	00	04	70
		644	00	07	10
		643	00	00	20
		642	00	00	20
		560	00	01	70
		576	00	00	70
		573	00	07	00
		574	00	06	90
		388	00	04	20
		389	00	02	80
		392	00	02	50
		393	00	00	90
		394	00	03	50
		395	00	03	00
		398	00	01	80
		399	00	01	80
		405	00	01	70
		265	00	04	20

1	2	3	4	5	6
	बेलग्राम — 117	381	00	02	30
	जारी.....	272	00	08	40
		275	00	06	40
		278	00	00	30
		277	00	03	80
		224	00	09	60
		224 / 803	00	10	20
		223	00	03	30
		225	00	02	10
		226	00	02	40
		229	00	03	50
		230	00	03	50
		205 / 814	00	02	80
		203 / 815	00	00	40
		203	00	11	30
		163	00	00	20
		138	00	05	70
		143	00	02	90
		144	00	03	20
		145	00	00	40
		161	00	01	50
3	सॉको — 119	6680	00	03	10
		6669 / 7515	00	01	60
		6679	00	01	50
		6669 / 7514	00	01	10
		6677	00	02	90
		6678	00	02	60
		6676	00	00	20
		6675	00	04	10
		6751	00	08	60
		6748	00	00	20
		6749	00	00	20
		6750	00	05	90
		6772	00	00	60

1	2	3	4	5	6
	सॉको - 119	6773 / 8613	00	03	20
	जारी.....	6765 / 7537	00	00	20
		6770	00	08	70
		6769	00	07	90
		6766	00	06	90
		6765	00	07	40
		6800	00	04	10
		6801	00	07	20
		6805	00	02	30
		6806	00	01	30
		6813	00	00	50
		6814	00	00	20
		8617	00	09	90
		6816	00	00	20
4	खानो - 104	9585	00	08	70
		9586	00	00	80
		9592	00	02	00
		9591	00	04	90
		9601	00	06	90
		9596	00	06	70
		9598	00	06	60
		9600	00	00	50
		9599	00	03	20
		9365	00	03	80
		9363	00	03	50
		5417	00	05	80
		5424	00	01	20
		5425	00	02	10
		5423	00	02	60
		5422	00	02	10
		5432	00	01	40
		5431	00	01	80
		5426	00	01	50
		5427	00	00	20

1	2	3	4	5	6
	खानो — 104	5428	00	02	10
	जारी.....	5429	00	02	50
		5430	00	00	20
		5447	00	00	20
		5449	00	02	10
		5450	00	06	20
		5458	00	00	40
		5456	00	00	40
		5457	00	01	50
		5462	00	06	70
		5466	00	02	90
		5486	00	02	60
		5465	00	00	20
		5487	00	00	50
		5484	00	01	30
		5485	00	00	40
		5485 / 8242	00	01	50
		5483	00	09	30
		5492	00	00	80
		5477	00	00	20
		5495	00	02	00
		5494	00	00	20
		5497	00	00	80
		5496	00	03	40
		5499	00	04	60
		5561	00	00	40
		5566	00	00	20
		5567	00	01	70
		5568	00	03	00
		5569	00	02	60
		5570	00	02	40
		5571	00	01	30
		5572	00	00	40
		5597 / 8439	00	02	80

1	2	3	4	5	6
	खानो — 104	5648.	00	02	20
	जारी.....	5610	00	03	00
		5645	00	02	20
		5641	00	04	50
		5640	00	02	10
		5639	00	02	40
		5637	00	03	30
		5636	00	04	00
		5627	00	05	50
		5628	00	05	00
		5695	00	00	50
		5696	00	02	70
		5693	00	04	00
		5697	00	06	40
		5691	00	00	20
		5690	00	02	20
		5689	00	00	60
		5682	00	01	20
		5683	00	00	50
		5685	00	00	50
		5686	00	00	60
		5680	00	03	20
		5679	00	00	40
		7802	00	01	20
		7806	00	07	90
		7814	00	00	90
		7812	00	00	20
		7811	00	01	30
		7808	00	02	10
		7810	00	03	70
		7809	00	00	40
		7848 / 8435	00	01	20
		7848	00	06	20
		7848 / 8403	00	01	80

1	2	3	4	5	6
	खानो — 104	7866	00	04	00
	जारी.....	7867	00	00	40
		7863	00	02	10
		7872	00	01	80
		7862	00	01	80
		7873	00	00	80
		7877	00	04	20
		7878	00	00	20
		7879	00	04	00
		7881/8406	00	02	90
		7880	00	02	00
		7881	00	00	40
		7903	00	06	80
		7902	00	04	50
		7922/8434	00	03	20
		7921	00	03	70
		7922	00	00	20
		7922/8411	00	07	20
		7925	00	00	20
		7926	00	00	70
		7926/8415	00	04	80
		7926/8412	00	03	80
		7926/8413	00	00	20
		7927	00	01	60
5	उड़ा — 102	1	00	01	90
		2	00	01	30
		36	00	16	00
		37	00	00	80
		77	00	03	30
		78	00	03	10
		79	00	04	60
		80	00	01	10
		81	00	02	50
		82	00	01	10

1	2	3	4	5	6
	उड़ा - 102	83	00	02	80
	जारी.....	91	00	00	80
		439	00	03	50
		225	00	05	10
		224	00	10	20
		227	00	00	30
		223	00	02	10
		222	00	00	50
6	सारूल - 101	136	00	01	30
		104	00	03	90
		105	00	00	60
		100	00	06	50
		101	00	05	10
		97	00	05	10
		98	00	04	50
		79	00	04	10
		78	00	03	70
		74	00	01	50
		80	00	01	60
		73	00	01	00
		244	00	02	60
		245	00	05	10
		246	00	00	90
		246 / 1619	00	03	90
		247	00	00	30
		250	00	01	60
		248	00	03	00
		248 / 1620	00	03	50
		261	00	04	10
		260	00	07	30
		289	00	01	00
		290	00	02	00
		290 / 1622	00	04	00
		311 / 1623	00	04	30



1	2	3	4	5	6
	सारूल - 101	312	00	00	20
	जारी.....	320	00	01	70
		311	00	02	30
		225	00	01	70
		326	00	00	70
		325	00	06	00
		405	00	03	60
		406	00	02	40
		407	00	02	80
		402	00	05	50
		395	00	03	20
		394	00	03	60
		396	00	00	20
		390	00	04	30
		383	00	03	60
		382	00	03	00
		376	00	02	00
		375	00	03	40
7	गल्सी - 64	195	00	03	30
		185	00	03	80
		184/7091	00	03	60
		183	00	03	40
		181	00	04	80
		180	00	04	60
		179	00	01	60
		176	00	04	80
		175	00	04	50
		174	00	00	20
		222/7096	00	01	20
		222/7095	00	01	80
		222	00	02	10
		222/7094	00	01	80
		222/7093	00	01	90
		227	00	02	70

1	2	3	4	5	6
	गल्सी — 64	228	00	03	00
	जारी.....	231	00	03	90
		233	00	05	50
		232	00	00	20
		216	00	00	20
		153	00	05	10
		152 / 457	00	00	80
		151	00	05	20
		252	00	04	00
		253	00	03	20
		4413 / 4452	00	02	00
		4413	00	07	00
		4407	00	00	20
		4408	00	00	30
		4409	00	04	40
		4410	00	05	90
		4397	00	05	60
		4420	00	00	20
		4398	00	00	50
		4396	00	07	00
		4330	00	01	90
		4331	00	04	90
		4333	00	03	60
		4340	00	00	70
		4334	00	05	30
		4337	00	01	30
		4335	00	04	30
		4264	00	00	20
		4263	00	02	70
		4200	00	01	90
		4201	00	04	00
		4205	00	01	50
		4204	00	01	00
		4206	00	00	60

1	2	3	4	5	6
	गल्सी - 64	4207	00	01	50
	जारी.....	4208	00	01	40
		4209	00	01	30
		4216	00	03	80
		4219	00	01	60
		4219 / 4524	00	00	70
		4220	00	00	90
		4195	00	03	30
		3345	00	00	60
		3951	00	01	70
		3952	00	08	50
		3953	00	03	60
		3950	00	04	10
		3954	00	04	20
		3954 / 4523	00	02	80
		3955	00	00	20
		3948	00	04	30
		3405	00	06	60
		3406	00	03	60
		3407	00	08	50
		3450	00	02	80
		3448	00	01	60
		3447	00	01	30
		3441	00	03	80
		3419	00	01	30
		3420	00	02	20
		3440	00	00	20
		3421	00	00	40
		3423	00	02	70
		3412	00	00	20
		3424	00	02	80
		2833	00	00	20
		2832	00	02	40
		2831	00	04	20

1	2	3	4	5	6
	गल्सी — 64	3425	00	00	20
	जारी.....	2830	00	00	40
		2829	00	05	40
		3481	00	02	80
		2828	00	00	30
		2818	00	02	20
		2815	00	03	90
		2783	00	05	60
		2782	00	03	00
		2784	00	02	90
		2782 / 4476	00	05	30
		2725	00	00	20
		2787	00	00	40
		2724	00	07	00
		2717	00	09	60
		2718	00	01	60
		2716	00	02	10
		2715	00	00	20
		2714	00	03	70
		2734 / 4474	00	04	80
8	बाबला — 63	1214	00	05	90
		1211	00	01	90
		1191	00	05	10
		1192	00	02	80
		1194	00	00	20
		1193	00	05	50
		1140	00	00	70
		1139	00	03	80
		1138	00	02	50
		1135	00	04	10
		1136	00	04	00
		1134	00	00	40
		1133	00	01	60
		1131	00	03	60

1	2	3	4	5	6
	बाबला — 63	1104	00	02	40
	जारी.....	1101	00	04	10
		1100	00	03	10
		1076 / 1766	00	03	00
		1103	00	03	40
		1075	00	01	80
		1072	00	00	50
		1074	00	01	70
		642 / 1822	00	02	50
		641	00	01	40
		640	00	04	80
		638	00	00	70
		637	00	05	50
		636	00	02	70
		627	00	03	10
		617	00	00	30
		406	00	07	40
		407	00	01	90
		408	00	05	30
		410 / 1799	00	00	60
		411	00	00	30
		414	00	03	60
		417	00	04	80
		416	00	00	20
		418	00	04	90
		394	00	03	70
		419	00	01	90
		424	00	00	20
		486	00	04	00
		484	00	04	80
		485	00	05	30
		482	00	00	90
		492	00	00	60
		480	00	03	40

1	2	3	4	5	6
	शबला - 63	479	00	02	70
	शरी...	477	00	05	10
		457	00	07	20
		455	00	04	30
		451	00	00	90
		456	00	02	20
		454	00	02	60
		453	00	00	20
9	गोलग्राम - 54	4963	00	04	30
		4962	00	04	60
		4964	00	06	65
		4957	00	05	70
		4970	00	05	70
		4993	00	07	80
		5000	00	02	00
		5001	00	04	50
		5002	00	01	80
		5016	00	05	70
		5022	00	05	20
		5023	00	05	30
		5025	00	03	30
		5026	00	03	30
		5051	00	06	50
		5052	00	04	90
		5055	00	02	20
		5054	00	00	20
		5056 / 9755	00	02	30
		5088	00	00	20
		5063 / 9757	00	07	30
		5063	00	00	30
		5064	00	11	50
		5067	00	02	00
		5066	00	00	20
		5069	00	01	30

1	2	3	4	5	6
	गोलग्राम — 54	5068	00	00	20
	जारी.....	5070 / 9758	00	03	30
		5070	00	00	50
		4895 / 9743	00	04	00
		4896	00	00	60
		4894	00	01	30
		4880	00	01	20
		4864	00	03	10
		4863	00	02	00
		4865 / 9736	00	00	20
		4865	00	05	60
		4865 / 9738	00	00	70
		4866	00	07	10
		4857	00	00	20
		4850	00	03	40
		4856 / 9733	00	03	10
		4851 / 9731	00	00	20
		4851	00	05	10
		4830	00	03	90
		4830 / 7238	00	02	60
		5374	00	03	90
		4818	00	00	40
		4822	00	00	20
		4823	00	06	70
		4825	00	00	90
		4802	00	00	40
		4824	00	03	90
		1518	00	01	60
		1519	00	01	80
		1520	00	00	20
		1517	00	04	70
		1500	00	13	20
		1501	00	02	00
		1502	00	02	50

1	2	3	4	5	6
	गोलग्राम — 54	1493	00	00	70
	जारी.....	1480	00	02	40
		1481	00	04	20
		1482	00	02	60
		1451	00	00	40
		1469	00	02	10
		1483	00	00	20
		1450	00	02	40
		1467	00	05	90
		1105	00	04	50
		1402	00	04	10
		1398	00	01	10
		1401	00	03	10
		1399	00	04	90
		1152	00	04	70
		1151	00	00	50
		1150	00	01	80
		1155	00	01	30
		1149	00	01	10
		1145	00	01	80
		1156	00	00	30
		1144	00	04	80
		1158	00	06	10
		1174	00	00	30
		1173	00	09	40
		1185	00	03	70
		1184	00	08	90
		1186	00	00	20
		1222	00	05	50
		1221	00	01	00
		1221 / 1774	00	04	00
		1220	00	05	00
		1219	00	03	00
		1206	00	02	10



1	2	3	4	5	6
	गोलग्राम — 54	1205 / 1729	00	02	30
	जारी.....	1197	00	02	20
		1200	00	03	70
		1205	00	00	20
		1202	00	02	90
		1201	00	06	20
		2306	00	00	70
		2307	00	00	20
		2330	00	05	60
		2305	00	06	20
		2331	00	06	90
		2329	00	07	10
		2332	00	00	20
		2328	00	01	10
		2312	00	00	20
		2315	00	10	80
		2325	00	11	00
		2324	00	10	70
		2323	00	01	20
		2318	00	02	60
		2319	00	02	90
		2317	00	02	50
		2316	00	07	30
		2287	00	00	30
		2288	00	06	70
		2286	00	13	30
		2369	00	01	70
		2370	00	02	00
		2285	00	02	50
		2371	00	00	80
		2372	00	02	20
		2373	00	03	70
		2374	00	03	40
		2232	00	00	00

1	2	3	4	5	6
	गोलग्राम -- 54	2386	00	06	30
	जारी.....	2388	00	09	90
		2395	00	05	70
		2394	00	02	60
		2401	00	11	80
		2397	00	04	00
		2400	00	04	70
		2398	00	00	20
		2409	00	06	40
10	पुरुषा -- 50	221	00	04	90
		220	00	01	70
		219	00	03	20
		218	00	02	40
		217	00	01	40
		216	00	09	50
		215	00	01	00
		213	00	01	20
		212	00	01	10
		169	00	10	20
		168	00	03	00
		199	00	00	60
		198	00	00	80
		196	00	01	10
		171	00	02	50
		195	00	01	30
		194	00	01	60
		172	00	01	00
		173	00	02	70
		178	00	02	70
		179	00	02	00
		180	00	01	40
		177	00	02	70
		181	00	01	20
		182	00	00	50

1	2	3	4	5	6
	पुरुषा — 50	176	00	03	40
	जारी.....	100	00	01	60
		160	00	01	50
		167	00	14	30
		159	00	00	20
11	कोलकोल — 51	2206	00	09	50
		2213	00	00	60
		2209	00	05	20
		2212	00	03	30
		2210	00	02	70
		2223	00	07	70
		2232	00	07	00
		2231	00	03	00
		2236	00	06	00
		2237	00	06	20
		2239	00	02	80
		3589	00	03	90
		3588	00	05	00
		3593	00	01	70
		3594	00	05	70
		3595	00	05	50
		3596	00	02	80
		3607	00	03	60
12	पाराज — 9	62	00	01	40
		93	00	12	60
		95	00	05	40
		97	00	06	20
		97 / 7025	00	02	00
		105	00	04	00
		105 / 7030	00	01	30
		109	00	05	70
		106	00	00	30
		108	00	01	90
		281 / 927	00	03	30
		281 / 7049	00	01	40
		281	00	00	30

1	2	3	4	5	6
	पाराज - 9 (जारी.....)	264	00	00	60
13	झाडुल - 7	1665	00	05	50
		1664	00	02	90
		1663	00	02	90
		1667	00	02	90
		1662	00	05	00
		1661	00	07	40
		1651	00	04	20
		1646	00	02	20
		1645	00	00	40
		1627 / 2060	00	00	90

[फा. सं. आर-25011/19/2012-ओ.आर.-I]

पवन कुमार, अवर सचिव

New Delhi, the 22nd February, 2013

**S.O. 515.—** Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar. W.B.C.S (Exe.)Retd.Competent Authority Paradip - Haldia -Durgapur LPG Pipeline & Augmentation of Paradip - Haldia -Barauni Pipeline Project, P.O,Duillya, Andul - Mouri Mourigram,Howrah. 711-302 (West Bengal)

## SCHEDULE

SCHEDULE							
P S:GALSI		DISTRICT : BURDWAN	STATE : WEST BENGAL				
Sl. No.	Name of the Mouza	Khasra No. (R.S)	Area				
			Hectare	Are	Sq.mtr.		
1	2	3	4	5	6		
1	SATI NANDI - 114	5782	00	06	30		
		5780	00	03	10		
		5770	00	03	80		
		5771	00	05	80		
		5761	00	00	80		
		5772	00	01	00		
		5710	00	04	20		
		5747	00	03	70		
		5746	00	04	20		
		5714	00	03	40		
		5715	00	04	60		
		5720	00	00	40		
		5748	00	00	20		
		5718	00	05	30		
		5719	00	02	80		
		2	BELGRAM - 117	3286	00	05	30
				3288	00	03	50
				3289	00	00	90
				3293	00	03	70
3294	00			03	40		
3260/4094	00			04	00		
3257	00			00	60		
3260	00			07	20		
3248	00			04	20		
3245	00			03	50		
3243	00			03	60		
3240	00			02	80		
3241	00			03	40		
3206	00			03	80		
3207	00	03	50				

1	2	3	4	5	6
	BELGRAM - 117	3208	00	02	40
	Contd...	3209	00	07	20
		3181	00	10	10
		3182	00	04	90
		3184	00	02	80
		3185	00	01	70
		3188	00	01	00
		3187	00	03	10
		3030	00	02	90
		3031	00	02	70
		3032	00	00	80
		3033	00	01	60
		3038	00	01	70
		3037	00	02	10
		3039	00	05	10
		3040	00	03	30
		3044	00	04	50
		3065	00	00	40
		3045	00	07	90
		3053	00	01	50
		3054	00	02	60
		783	00	03	10
		782	00	01	40
		781	00	01	70
		777	00	02	30
		771	00	00	40
		766	00	02	40
		767	00	01	10
		758	00	01	90
		759	00	01	80
		749	00	01	90
		750	00	01	30
		753	00	00	20
		751	00	00	40

1	2	3	4	5	6
	BELGRAM - 117	752	00	00	40
	Contd...	746	00	05	20
		742	00	02	40
		692	00	04	10
		691	00	05	40
		689	00	01	40
		688	00	02	20
		686	00	10	80
		687	00	00	50
		682	00	04	30
		683	00	03	00
		624	00	01	00
		625	00	14	80
		649	00	11	60
		647	00	02	50
		646	00	01	70
		645	00	04	70
		644	00	07	10
		643	00	00	20
		642	00	00	20
		560	00	01	70
		576	00	00	70
		573	00	07	00
		574	00	06	90
		388	00	04	20
		389	00	02	80
		392	00	02	50
		393	00	00	90
		394	00	03	50
		395	00	03	00
		398	00	01	80
		399	00	01	80
		405	00	01	70
		265	00	04	20

1	2	3	4	5	6
	BELGRAM - 117	381	00	02	30
		272	00	08	40
		275	00	06	40
		278	00	00	30
		277	00	03	80
		224	00	09	30
		224/803	00	10	20
		223	00	03	30
		225	00	02	10
		226	00	02	40
		229	00	03	50
		230	00	03	50
		203/814	00	02	80
		203/815	00	00	40
		203	00	11	30
		163	00	00	20
		138	00	05	70
		143	00	02	90
		144	00	03	20
		145	00	00	40
		161	00	01	50
3	SANKO - 119	6680	00	03	10
		6669/7515	00	01	60
		6679	00	01	50
		6669/7514	00	01	10
		6677	00	02	90
		6678	00	02	60
		6676	00	00	20
		6675	00	04	10
		6751	00	08	60
		6748	00	00	20
		6749	00	00	20
		6750	00	05	90
		6772	00	00	60



1	2	3	4	5	6
	SANKO - 119	6773/8613	00	03	20
	Contd.....	6765/7537	00	00	20
		6770	00	08	70
		6769	00	07	90
		6766	00	06	90
		6765	00	07	40
		6800	00	04	10
		6801	00	07	20
		6805	00	02	30
		6806	00	01	30
		6813	00	00	50
		6814	00	00	20
		8617	00	09	90
		6816	00	00	20
4	KHANO - 104	9585	00	08	70
		9586	00	00	80
		9592	00	02	00
		9591	00	04	90
		9601	00	06	90
		9596	00	06	70
		9598	00	06	60
		9600	00	00	50
		9599	00	03	20
		9365	00	03	80
		9363	00	03	50
		5417	00	05	80
		5424	00	01	20
		5425	00	02	10
		5423	00	02	60
		5422	00	02	10
		5432	00	01	40
		5431	00	01	80
		5426	00	01	50
		5427	00	00	20

1	2	3	4	5	6
	KHANO - 104	5428	00	02	10
	Contd...	5429	00	02	50
		5430	00	00	20
		5447	00	00	20
		5449	00	02	10
		5450	00	06	20
		5458	00	00	40
		5456	00	00	40
		5457	00	01	50
		5462	00	06	70
		5466	00	02	90
		5486	00	02	60
		5465	00	00	20
		5487	00	00	50
		5484	00	01	30
		5485	00	00	40
		5485/8242	00	01	50
		5483	00	09	30
		5492	00	00	80
		5477	00	00	20
		5495	00	02	00
		5494	00	00	20
		5497	00	00	80
		5496	00	03	40
		5499	00	04	60
		5561	00	00	40
		5566	00	00	20
		5567	00	01	70
		5568	00	03	00
		5569	00	02	60
		5570	00	02	40
		5571	00	01	30
		5572	00	00	40
		5597/8439	00	02	80

1	2	3	4	5	6
	KHANO - 104	5648	00	02	20
	Contd...	5610	00	03	00
		5645	00	02	20
		5641	00	04	50
		5640	00	02	10
		5639	00	02	40
		5637	00	03	30
		5636	00	04	00
		5627	00	05	50
		5628	00	05	00
		5695	00	00	50
		5696	00	02	70
		5693	00	04	00
		5697	00	06	40
		5691	00	00	20
		5690	00	02	20
		5689	00	00	60
		5682	00	01	20
		5683	00	00	50
		5685	00	00	50
		5686	00	00	60
		5680	00	03	20
		5679	00	00	40
		7802	00	01	20
		7806	00	07	90
		7814	00	00	90
		7812	00	00	20
		7811	00	01	30
		7808	00	02	10
		7810	00	03	70
		7809	00	00	40
		7848/8435	00	01	20
		7848	00	06	20
		7848/8403	00	01	80

1	2	3	4	5	6
	KHANO - 104	7866	00	04	00
	Contd...	7867	00	00	40
		7863	00	02	10
		7872	00	01	80
		7862	00	01	80
		7873	00	00	80
		7877	00	04	20
		7878	00	00	20
		7879	00	04	00
		7881/8406	00	02	90
		7880	00	02	00
		7881	00	00	40
		7903	00	06	80
		7902	00	04	50
		7922/8434	00	03	20
		7921	00	03	70
		7922	00	00	20
		7922/8411	00	07	20
		7925	00	00	20
		7926	00	00	70
		7926/8415	00	04	80
		7926/8412	00	03	80
		7926/8413	00	00	20
		7927	00	01	60
5	URA - 102	1	00	01	90
		2	00	01	30
		36	00	16	00
		37	00	00	80
		77	00	03	30
		78	00	03	10
		79	00	04	60
		80	00	01	10
		81	00	02	50
		82	00	01	10

1	2	3	4	5	6
	URA - 102	83	00	02	80
	Contd...	91	00	00	80
		439	00	03	50
		225	00	05	10
		224	00	10	20
		227	00	00	30
		223	00	02	10
		222	00	00	50
6	SARUL - 101	136	00	01	30
		104	00	03	90
		105	00	00	60
		100	00	06	50
		101	00	05	10
		97	00	05	10
		98	00	04	50
		79	00	04	10
		78	00	03	70
		74	00	01	50
		80	00	01	60
		73	00	01	00
		244	00	02	60
		245	00	05	10
		246	00	00	90
		246/1619	00	03	90
		247	00	00	30
		250	00	01	60
		248	00	03	00
		248/1620	00	03	50
		261	00	04	10
		260	00	07	30
		289	00	01	00
		290	00	02	00
		290/1622	00	04	00
		311/1623	00	04	30

1	2	3	4	5	6
	SARUL - 101	312	00	00	20
	Contd.	320	00	01	70
		311	00	02	30
		225	00	01	70
		326	00	00	70
		325	00	06	00
		405	00	03	60
		406	00	02	40
		407	00	02	80
		402	00	05	50
		395	00	03	20
		394	00	03	60
		396	00	00	20
		390	00	04	30
		383	00	03	60
		382	00	03	00
		376	00	02	00
		375	00	03	40
7	GALSI - 64	195	00	03	30
		185	00	03	80
		184/7091	00	03	60
		183	00	03	40
		181	00	04	80
		180	00	04	60
		179	00	01	60
		176	00	04	80
		175	00	04	50
		174	00	00	20
		222/7096	00	01	20
		222/7095	00	01	80
		222	00	02	10
		222/7094	00	01	80
		222/7093	00	01	90
		227	00	02	70

1	2	3	4	5	6
	GALSI - 64	228	00	03	00
	Contd...	231	00	03	90
		233	00	05	50
		232	00	00	20
		216	00	00	20
		153	00	05	10
		152/457	00	00	80
		151	00	05	20
		252	00	04	00
		253	00	03	20
		4413/4452	00	02	00
		4413	00	07	00
		4407	00	00	20
		4408	00	00	30
		4409	00	04	40
		4410	00	05	90
		4397	00	05	60
		4420	00	00	20
		4398	00	00	50
		4396	00	07	00
		4330	00	01	90
		4331	00	04	90
		4333	00	03	60
		4340	00	00	70
		4334	00	05	30
		4337	00	01	30
		4335	00	04	30
		4264	00	00	20
		4263	00	02	70
		4200	00	01	90
		4201	00	04	00
		4205	00	01	50
		4204	00	01	00
		4206	00	00	60

1	2	3	4	5	6
	GALSI - 64	4207	00	01	50
	Contd...	4208	00	01	40
		4209	00	01	30
		4216	00	03	80
		4219	00	01	60
		4219/4524	00	00	70
		4220	00	00	90
		4195	00	03	30
		3345	00	00	60
		3951	00	01	70
		3952	00	08	50
		3953	00	03	60
		3950	00	04	10
		3954	00	04	20
		3954/4523	00	02	80
		3955	00	00	20
		3948	00	04	30
		3405	00	06	60
		3406	00	03	60
		3407	00	08	50
		3450	00	02	80
		3448	00	01	60
		3447	00	01	30
		3441	00	03	80
		3419	00	01	30
		3420	00	02	20
		3440	00	00	20
		3421	00	00	40
		3423	00	02	70
		3412	00	00	20
		3424	00	02	80
		2833	00	00	20
		2832	00	02	40
		2831	00	04	20



1	2	3	4	5	6
	GALSI - 64	3425	00	00	20
	Contd...	2830	00	00	40
		2829	00	05	40
		3481	00	02	80
		2828	00	00	30
		2818	00	02	20
		2815	00	03	90
		2783	00	05	60
		2782	00	03	00
		2784	00	02	90
		2782/4476	00	05	30
		2725	00	00	20
		2787	00	00	40
		2724	00	07	00
		2717	00	09	60
		2718	00	01	60
		2716	00	02	10
		2715	00	00	20
		2714	00	03	70
		2734/4474	00	04	80
8	BABLA - 63	1214	00	05	90
		1211	00	01	90
		1191	00	05	10
		1192	00	02	80
		1194	00	00	20
		1193	00	05	50
		1140	00	00	70
		1139	00	03	80
		1138	00	02	50
		1135	00	04	10
		1136	00	04	00
		1134	00	00	40
		1133	00	01	60
		1131	00	03	60

1	2	3	4	5	6
	BABLA - 63	1104	00	02	40
	Contd...	1101	00	04	10
		1100	00	03	10
		1076/1766	00	03	00
		1103	00	03	40
		1075	00	01	80
		1072	00	00	50
		1074	00	01	70
		642/1822	00	02	50
		641	00	01	40
		640	00	04	80
		638	00	00	70
		637	00	05	50
		636	00	02	70
		627	00	03	10
		617	00	00	30
		406	00	07	40
		407	00	01	90
		408	00	05	30
		410/1799	00	00	60
		411	00	00	30
		414	00	03	60
		417	00	04	80
		416	00	00	20
		418	00	04	90
		394	00	03	70
		419	00	01	90
		424	00	00	20
		486	00	04	00
		484	00	04	80
		485	00	05	30
		482	00	00	90
		492	00	00	60
		480	00	03	40

1	2	3	4	5	6
	BABLA - 63	479	00	02	70
	Contd...	477	00	05	10
		457	00	07	20
		455	00	04	30
		451	00	00	90
		456	00	02	20
		454	00	02	60
		453	00	00	20
9	GOLGRAM - 54	4963	00	04	30
		4962	00	04	60
		4964	00	06	65
		4967	00	05	70
		4970	00	05	70
		4993	00	07	80
		5000	00	02	00
		5001	00	04	50
		5002	00	01	80
		5016	00	05	70
		5022	00	05	20
		5023	00	05	30
		5025	00	03	30
		5026	00	03	30
		5051	00	06	50
		5052	00	04	90
		5055	00	02	20
		5054	00	00	20
		5056/9755	00	02	30
		5088	00	00	20
		5063/9757	00	07	30
		5063	00	00	30
		5064	00	11	50
		5067	00	02	00
		5066	00	00	20
		5069	00	01	30

1	2	3	4	5	6
	GOLGRAM - 54	5068	00	00	20
	Contd...	5070/9758	00	03	30
		5070	00	00	50
		4895/9743	00	04	00
		4896	00	00	60
		4894	00	01	30
		4880	00	01	20
		4864	00	03	10
		4863	00	02	00
		4865/9736	00	00	20
		4865	00	05	60
		4865/9738	00	00	70
		4866	00	07	10
		4857	00	00	20
		4850	00	03	40
		4856/9733	00	03	10
		4851/9731	00	00	20
		4851	00	05	10
		4830	00	03	90
		4830/7238	00	02	60
		5374	00	03	90
		4818	00	00	40
		4822	00	00	20
		4823	00	06	70
		4825	00	00	90
		4802	00	00	40
		4824	00	03	90
		1518	00	01	60
		1519	00	01	80
		1520	00	00	20
		1517	00	04	70
		1500	00	13	20
		1501	00	02	00
		1502	00	02	50

1	2	3	4	5	6
	GOLGRAM - 54	1493	00	00	70
	Contd...	1480	00	02	40
		1481	00	04	20
		1482	00	02	60
		1451	00	00	40
		1469	00	02	10
		1483	00	00	20
		1450	00	02	40
		1467	00	05	90
		1105	00	04	50
		1402	00	04	10
		1398	00	01	10
		1401	00	03	10
		1399	00	04	90
		1152	00	04	70
		1151	00	00	50
		1150	00	01	80
		1155	00	01	30
		1149	00	01	10
		1145	00	01	80
		1156	00	00	30
		1144	00	04	80
		1158	00	06	10
		1174	00	00	30
		1173	00	09	40
		1185	00	03	70
		1184	00	08	90
		1186	00	00	20
		1222	00	05	50
		1221	00	01	00
		1221/1774	00	04	00
		1220	00	05	00
		1219	00	03	00
		1206	00	02	10

1	2	3	4	5	6
	GOLGRAM - 54	1205/1729	00	02	30
	Contd...	1197	00	02	20
		1200	00	03	70
		1205	00	00	20
		1202	00	02	90
		1201	00	06	20
		2306	00	00	70
		2307	00	00	20
		2330	00	05	60
		2305	00	06	20
		2331	00	06	90
		2329	00	07	10
		2332	00	00	20
		2328	00	01	10
		2312	00	00	20
		2315	00	10	80
		2325	00	11	00
		2324	00	10	70
		2323	00	01	20
		2318	00	02	60
		2319	00	02	90
		2317	00	02	50
		2316	00	07	30
		2287	00	00	30
		2288	00	06	70
		2286	00	13	30
		2369	00	01	70
		2370	00	02	00
		2285	00	02	50
		2371	00	00	80
		2372	00	02	20
		2373	00	03	70
		2374	00	03	40
		2232	00	00	00

1	2	3	4	5	6
	GOLGRAM - 54	2386	00	06	30
	Contd...	2388	00	09	90
		2395	00	05	70
		2394	00	02	60
		2401	00	11	80
		2397	00	04	00
		2400	00	04	70
		2398	00	00	20
		2409	00	06	40
10	PURSHA - 50	221	00	04	90
		220	00	01	70
		219	00	03	20
		218	00	02	40
		217	00	01	40
		216	00	09	50
		215	00	01	00
		213	00	01	20
		212	00	01	10
		169	00	10	20
		168	00	03	00
		199	00	00	60
		198	00	00	80
		196	00	01	10
		171	00	02	50
		195	00	01	30
		194	00	01	60
		172	00	01	00
		173	00	02	70
		178	00	02	70
		179	00	02	00
		180	00	01	40
		177	00	02	70
		181	00	01	20
		182	00	00	50

1	2	3	4	5	6
	PURSHA - 50	176	00	03	40
	Contd...	100	00	01	60
		160	00	01	50
		167	00	14	30
		159	00	00	20
11	KOL KOL - 51	2206	00	09	50
		2213	00	00	60
		2209	00	05	20
		2212	00	03	30
		2210	00	02	70
		2223	00	07	70
		2232	00	07	00
		2231	00	03	00
		2236	00	06	00
		2237	00	06	20
		2239	00	02	80
		3589	00	03	90
		3588	00	05	00
		3593	00	01	70
		3594	00	05	70
		3595	00	05	50
		3596	00	02	80
		3607	00	03	60
12	PARAJ - 9	62	00	01	40
		93	00	12	60
		95	00	05	40
		97	00	06	20
		97/7025	00	02	00
		105	00	04	00
		105/7030	00	01	30
		109	00	05	70
		106	00	00	30
		108	00	01	90
		281/927	00	03	30
		281/7049	00	01	40
		281	00	00	30



1	2	3	4	5	6
	PARAJ - 9 (Contd...)	264	00	00	60
13	JHARUL - 7	1665	00	05	50
		1664	00	02	90
		1663	00	02	90
		1667	00	02	90
		1662	00	05	00
		1661	00	07	40
		1651	00	04	20
		1646	00	02	20
		1645	00	00	40
		1627/2060	00	00	90

[ F. No. R-25011/19/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 22 फरवरी, 2013

**का.आ. 516.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : गल्सी		जिला : वर्द्धमान	राज्य : पश्चिम बंगाल		
क्रम सं.	मौजा का नाम	खसरा सं. (एल.आर.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	कुड़मुना — 115	220	00	04	30
		221	00	03	70
		223	00	04	10
		217	00	00	70
		224	00	05	10
		215	00	01	90
		214	00	00	20
		213	00	02	20
		212	00	09	10
		208	00	04	60
		188	00	06	60
		187	00	07	10
		186	00	06	70
		37	00	07	40
		36	00	02	60
		50	00	05	40
		51	00	05	80
		60	00	01	60
		59	00	03	70
		62	00	07	90
		63	00	03	60
		74	00	03	00
		77	00	02	70
2	चन्दनपुर — 116	89	00	01	90
		88	00	00	20
		96	00	00	20
		90	00	03	50
		95	00	08	00
		97	00	00	30
		98	00	00	20

1	2	3	4	5	6
	चन्दनपुर - 116	112	00	02	90
	जारी.....	111	00	02	40
		107	00	00	90
		110	00	04	70
		109	00	00	50
		133	00	03	20
		134	00	03	60
		138	00	03	20
		140	00	01	40
		141	00	03	50
		142	00	04	60
		40	00	02	80
		39	00	02	80
		41	00	00	20
		38	00	01	40
		25	00	04	00
		24	00	10	00
3	चकमुड़िया - 103	754	00	03	60
		757	00	07	30
		759	00	00	70
		758	00	04	00
		783	00	05	30
		786	00	06	10
		976	00	01	10
		977	00	01	70
		975 / 1224	00	02	10
		978	00	05	10
		971	00	05	20
		975	00	00	90
		979	00	07	70
		980	00	04	50
		982	00	01	00
		983	00	01	00
		989	00	04	70

1	2	3	4	5	6
	चक्रमुड़िया — 103	988	00	01	20
	जारी.....	987	00	00	50
		985	00	02	80
		990	00	00	20
		1025	00	06	80
		1026	00	06	10
		1034	00	07	70
		1036	00	01	30
		1037	00	05	40
		1038	00	06	70
		1103	00	02	80
		1101	00	01	10
		1104	00	00	20
		1104 / 1246	00	00	20
		1100	00	01	60
		1105	00	03	80
		1106	00	01	40
		1109	00	07	40
4	उत्तरकोलकोल — 8	848	00	01	20
		847	00	08	90
		753	00	07	50
		846	00	00	20
		754	00	06	30
		727	00	02	40
		755	00	02	20
		756	00	03	40
		725	00	00	20
		726	00	00	20
		723	00	01	50
		722	00	01	10
		724	00	00	80
		621	00	09	30
		620	00	00	20
		622	00	08	60

1	2	3	4	5	6
	जोतकोलकोल - 8	614	00	03	60
	जारी.....	609	00	08	60
		604	00	04	60
		357	00	04	90
		356	00	00	70
		358	00	02	00
		354	00	01	60
		349	00	06	30
		361	00	02	10
		348 / 364	00	00	50
		350	00	04	50
		341	00	02	20
		339	00	05	10
		308	00	03	30
		306	00	05	40
		309	00	03	10
		312	00	05	90
		276	00	05	30
		277	00	04	90
		278	00	04	10
		281	00	00	90
		282	00	04	60
		284	00	06	50
		285	00	04	50
		266	00	03	00
		264	00	01	80
		261	00	05	20
		240	00	00	90
		232	00	05	70
		231	00	10	00
		230	00	01	30
		229	00	00	50
		33	00	03	40
		34	00	04	20

1	2	3	4	5	6
	राकोना — 6	40	00	05	40
	जारी.....	71	00	01	80
		80	00	00	30
		70	00	06	00
		65	00	07	30
		73	00	04	20
		269	00	02	70
		270	00	08	50
		267	00	02	80
		266	00	01	10
		265	00	02	80
		263	00	01	70
		262	00	01	90
		367	00	03	60
		371	00	01	70
		375	00	03	80
		377	00	00	90
		374	00	04	40
		387	00	00	70
		372	00	00	30
		389	00	06	80
		390	00	03	50
		391	00	04	50
		428	00	01	30
		419	00	00	20
		427	00	03	20
		426	00	03	50
		422	00	00	20
		423	00	03	10
		1088	00	10	00
		1823	00	08	80
		1822	00	10	50
		1839	00	02	10
		1838	00	00	20

1	2	3	4	5	6
	राकोना — 6	1825	00	04	30
	जारी.....	1154	00	00	90
		1201	00	06	50
		1094	00	02	00
		1844	00	00	20
		1826	00	00	20
		1845	00	00	70
		1170	00	02	60
		1155	00	00	50
		1171	00	03	20
6	नूरकोना — 4	14 / 1371	00	01	10
		14 / 1375	00	00	50
		14	00	01	30
		46	00	00	90
		44	00	01	90
		45	00	01	50
		43	00	03	10
		40	00	01	90
		39	00	04	70
		38	00	02	50
		76	00	04	90
		78	00	03	60
		75	00	00	90
		78 / 879	00	02	80
		77	00	03	70
		26	00	09	30
		25	00	03	00
		24	00	03	40
		23	00	02	50
		11	00	01	20
		84	00	01	10
		85	00	03	90
		94	00	00	90
		87 / 862	00	00	20
		86 / 863	00	00	20
		93	00	01	80
		89 / 1439	00	08	20
		89	00	00	80

1	2	3	4	5	6
	नूरकोना — 4	90	00	04	20
	जारी.....	1135	00	01	80
		1126	00	12	30
		1134	00	00	40
		1123	00	01	60
		1125	00	03	50
		1124	00	02	00
		1121	00	00	90
		1114	00	03	40
		1120	00	01	10
		1115	00	06	20
		1097	00	04	00
		1099	00	09	40
		1085	00	00	50
		958	00	01	70
		957	00	02	10
		956	00	00	40
		955	00	02	90
		1110	00	00	20
		1098	00	00	20
		954	00	01	70
		953	00	02	50
		951	00	05	50
		950	00	00	20
		901	00	16	30
		948	00	00	20
		911	00	00	20

[फा. सं. आर-25011/19/2012-ओ.आर.-I]

पवन कुमार, अवर सचिव



New Delhi, the 22nd February, 2013

**S.O. 516.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar. W.B.C.S (Exe.) Retd Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

P S:GALSI DISTRICT : BURDWAN STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasra No. (L.R)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	KURMUNA - 115	220	00	04	30
		221	00	03	70
		223	00	04	10
		217	00	00	70
		224	00	05	10
		215	00	01	90
		214	00	00	20
		213	00	02	20
		212	00	09	10
		208	00	04	60
		188	00	06	60
		187	00	07	10
		186	00	06	70
		37	00	07	40
		36	00	02	60
		50	00	05	40
		51	00	05	80
		60	00	01	60
		59	00	03	70
		62	00	07	90
		63	00	03	60
		74	00	03	00
		77	00	02	70
2	CHANDANPUR - 116	89	00	01	90
		88	00	00	20
		96	00	00	20
		90	00	03	50
		95	00	08	00
		97	00	00	30
		98	00	00	20

1	2	3	4	5	6
	CHANDANPUR - 116	112	00	02	90
	Contd...	111	00	02	40
		107	00	00	90
		110	00	04	70
		109	00	00	50
		133	00	03	20
		134	00	03	60
		138	00	03	20
		140	00	01	40
		141	00	03	50
		142	00	04	60
		40	00	02	80
		39	00	02	80
		41	00	00	20
		38	00	01	40
		25	00	04	00
		24	00	10	00
3	CHAKMURIA - 103	754	00	03	60
		757	00	07	30
		759	00	00	70
		758	00	04	00
		783	00	05	30
		786	00	06	10
		976	00	01	10
		977	00	01	70
		975/1224	00	02	10
		978	00	05	10
		971	00	05	20
		975	00	00	90
		979	00	07	70
		980	00	04	50
		982	00	01	00
		983	00	01	00
		989	00	04	70

1	2	3	4	5	6
	CHAKMURIA - 103	988	00	01	20
	Contd...	987	00	00	50
		985	00	02	80
		990	00	00	20
		1025	00	06	80
		1026	00	06	10
		1034	00	07	70
		1036	00	01	30
		1037	00	05	40
		1038	00	06	70
		1103	00	02	80
		1101	00	01	10
		1104	00	00	20
		1104/1246	00	00	20
		1100	00	01	60
		1105	00	03	80
		1106	00	01	40
		1109	00	07	40
4	JOT KOL KOL - 8	848	00	01	20
		847	00	08	90
		753	00	07	50
		846	00	00	20
		754	00	06	30
		727	00	02	40
		755	00	02	20
		756	00	03	40
		725	00	00	20
		726	00	00	20
		723	00	01	50
		722	00	01	10
		724	00	00	80
		621	00	09	30
		620	00	00	20
		622	00	08	60

1	2	3	4	5	6
	JOT KOL KOL - 8	614	00	03	60
	Contd...	609	00	08	60
		604	00	04	60
		357	00	04	90
		356	00	00	70
		358	00	02	00
		354	00	01	60
		349	00	06	30
		361	00	02	10
		348/364	00	00	50
		350	00	04	50
		341	00	02	20
		339	00	05	10
		308	00	03	30
		306	00	05	40
		309	00	03	10
		312	00	05	90
		276	00	05	30
		277	00	04	90
		278	00	04	10
		281	00	00	90
		282	00	04	60
		284	00	06	50
		285	00	04	50
		266	00	03	00
		264	00	01	80
		261	00	05	20
		240	00	00	90
		232	00	05	70
		231	00	10	00
		230	00	01	30
		229	00	00	50
5	RAKONA - 6	33	00	03	40
		34	00	04	20

1	2	3	4	5	6
	RAKONA - 6	40	00	05	40
	Contd...	71	00	01	80
		80	00	00	30
		70	00	06	00
		65	00	07	30
		73	00	04	20
		269	00	02	70
		270	00	08	50
		267	00	02	80
		266	00	01	10
		265	00	02	80
		263	00	01	70
		262	00	01	90
		367	00	03	60
		371	00	01	70
		375	00	03	80
		377	00	00	90
		374	00	04	40
		387	00	00	70
		372	00	00	30
		389	00	06	80
		390	00	03	50
		391	00	04	50
		428	00	01	30
		419	00	00	20
		427	00	03	20
		426	00	03	50
		422	00	00	20
		423	00	03	10
		1088	00	10	00
		1823	00	08	80
		1822	00	10	50
		1839	00	02	10
		1838	00	00	20

1	2	3	4	5	6
	RAKONA - 6	1825	00	04	30
	Contd...	1154	00	00	90
		1201	00	06	50
		1094	00	02	00
		1844	00	00	20
		1826	00	00	20
		1845	00	00	70
		1170	00	02	60
		1155	00	00	50
		1171	00	03	20
6	NURKONA - 4	14/1371	00	01	10
		14/1375	00	00	50
		14	00	01	30
		46	00	00	90
		44	00	01	90
		45	00	01	50
		43	00	03	10
		40	00	01	90
		39	00	04	70
		38	00	02	50
		76	00	04	90
		78	00	03	60
		75	00	00	90
		78/879	00	02	80
		77	00	03	70
		26	00	09	30
		25	00	03	00
		24	00	03	40
		23	00	02	50
		11	00	01	20
		84	00	01	10
		85	00	03	90
		94	00	00	90
		87/862	00	00	20
		86/863	00	00	20
		93	00	01	80
		89/1439	00	08	20
		89	00	00	80

1	2	3	4	5	6
	NURKONA - 4	90	00	04	20
	Contd...	1135	00	01	80
		1126	00	12	30
		1134	00	00	40
		1123	00	01	60
		1125	00	03	50
		1124	00	02	00
		1121	00	00	90
		1114	00	03	40
		1120	00	01	10
		1115	00	06	20
		1097	00	04	00
		1099	00	09	40
		1085	00	00	50
		958	00	01	70
		957	00	02	10
		956	00	00	40
		955	00	02	90
		1110	00	00	20
		1098	00	00	20
		954	00	01	70
		953	00	02	50
		951	00	05	50
		950	00	00	20
		901	00	16	30
		948	00	00	20
		911	00	00	20

[ F. No. R-25011/19/2012-O.R.-I]

PAWAN KUMAR, Under Secy.



नई दिल्ली, 22 फरवरी, 2013

**का.आ. 517.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल—मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : महिषादल जिला : पूर्व मेदिनीपुर राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं. (आर.एस.)	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	4	4	5	6
1	लक्ष्या — 161	4022	00	04	00
		4015	00	08	90
		4016	00	02	80
		4016 / 5146	00	03	00
		4005	00	02	80
		4005 / 5142	00	02	40
		3955	00	04	80
		3973	00	00	60
		3972	00	01	30
		3962	00	01	70
		3971	00	02	60
		3963 / 5117	00	03	70
		3964	00	00	20
		3963	00	00	20
		3930	00	00	70
		3917	00	10	60
		3918	00	00	20
		3915	00	04	30
		3913	00	04	70
		3912	00	02	60
		3888	00	00	50
		3860	00	00	60
		3859 / 5102	00	02	70
		3859	00	03	30
		3858	00	00	80
		3857	00	01	50
		3836	00	02	10
		3837	00	04	10
		3838	00	01	10
		3855	00	02	00

1	2	4	4	5	6
	लक्ष्या — 161	3839	00	01	00
	जारी.....	3849	00	14	10
		3767	00	03	10
		3770	00	00	20
		3766	00	00	20
		3768	00	04	20
		3763	00	03	30
		3769	00	00	20
2	कालिकाकून्डू — 148	1183	00	03	40
		1184	00	09	80
		1201	00	04	20
		1208	00	00	20
		1207	00	01	70
		1206	00	01	50
		1205	00	01	70
		1211	00	02	10
		1210	00	02	90
		1213	00	02	40
		1199	00	00	70
		678	00	00	30
		677	00	02	00
		675	00	03	50
		674	00	02	80
		673	00	01	30
		672	00	01	40
		216	00	04	90
		671	00	00	20
		217	00	01	70
		218	00	02	70
		219	00	01	40
		220	00	01	50
		211	00	02	50
		210	00	00	90
		209	00	01	20

1	2	4	4	5	6
	कालिकाकून्डू - 148	208	00	04	80
	जारी.....	235	00	00	20
		236	00	00	20
		207	00	03	60
		269	00	00	30
		78	00	00	50
		79	00	00	70
		205	00	07	40
		185	00	02	10
		182	00	02	10
		184	00	02	50
		183 / 3479	00	02	20
		183	00	02	50
		179	00	02	50
		170	00	03	20
		171	00	02	30
		173	00	00	20
		169 / 3488	00	01	50
		172	00	01	30
		155	00	05	30
		156	00	01	50
3	कान्चनपुर - 137	56	00	14	90
		56	00	01	00
		339	00	04	30
		336 / 1659	00	00	70
		338	00	03	00
		325	00	02	20
		341	00	01	50
		343	00	01	60
		324	00	00	40
		323	00	00	30
		322	00	00	20
		342	00	00	20
		89	00	00	20

1	2	4	4	5	6
	कान्चनपुर — 137	90	00	00	20
	जारी.....	344	00	02	10
		345	00	05	30
		348	00	03	40
		349	00	00	20
		350	00	00	90
		351	00	02	60
		352	00	01	50
		353	00	00	20
		243	00	02	30
		244	00	01	70
		247	00	01	50
		248	00	02	30
		250	00	01	30
		249	00	00	20
		238	00	01	70
		237	00	02	90
		186	00	01	40
		186 / 1641	00	01	90
		185	00	01	50
		184	00	01	60
		183	00	03	60
		182	00	00	80
		181	00	00	80
		176	00	01	80
		179	00	00	20
		178	00	01	00
		177	00	00	20
		163	00	03	10
		164	00	01	00
		161	00	00	20
		158	00	03	60
4	राजारामपुर — 130	1473	00	04	00
		1474	00	02	10

2	4	4	5	6
1469	00	02	10	
1470	00	00	60	
1468	00	10	10	
1476	00	01	00	
1465	00	05	60	
1466 / 2971	00	00	20	
1482	00	00	90	
1483	00	01	50	
1484	00	05	50	
1489	00	06	10	
1490	00	01	30	
1491	00	09	00	
1515	00	02	70	
1514	00	07	10	
1512	00	02	60	
1690	00	01	00	
1523	00	06	00	
1528	00	05	30	
1524	00	04	80	
1527	00	00	90	
1532	00	00	20	
1533	00	00	60	
1536	00	00	70	
1531	00	01	10	
1530 / 2962	00	01	50	
1530	00	01	30	
1529	00	01	90	
1556	00	01	90	
1559	00	04	40	
1560	00	02	30	
2863	00	00	40	
2864	00	02	00	
2860	00	00	80	
2865	00	01	30	

1	2	4	4	5	
	राजारामपुर — 130	2866	00	01	
	जारी.....	2868	00	07	
		2859	00	00	
		2868 / 2903	00	01	
		2871	00	00	30
		2870	00	01	60
5	मलुबसान — 123	857	00	00	60
		860	00	01	30
		859	00	01	00
		852	00	02	70
		850	00	00	80
		849	00	03	00
		847	00	04	30
		803	00	03	10
		802	00	01	90
		806	00	01	00
		801	00	03	00
		800	00	01	80
		799	00	02	50
		714	00	03	60
		713	00	02	90
		712	00	03	80
		717	00	00	40
		710	00	03	00
		709	00	00	20
		702	00	03	80
		703	00	00	30
		685	00	05	50
		686	00	01	70
		688	00	00	70
		687	00	00	20
		689	00	00	40
6	केशवपुरजालपाइ — 133	934	00	09	20
		877	00	06	40

1	2	4	4	5	6
	केशवपुरजालपाइ — 133	876	00	02	50
	जारी.....	871	00	07	30
		824	00	03	80
		823	00	03	60
		819	00	03	10
		818	00	05	40
		773	00	00	20
		817	00	04	00
		816	00	04	00
		815	00	04	70
		776 / 3079	00	04	50
		786 / 3080	00	02	90
		785	00	05	30
		788	00	03	20
		789	00	03	10
		796	00	05	40
		802	00	05	50
		801	00	06	60
		723	00	01	60
		722	00	02	40
		721	00	02	60
		720	00	02	70

[फा. सं. आर-25011/29/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव



New Delhi, the 22nd February, 2013

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## SCHEDULE

P S : MAHISHADAL DISTRICT : PURBA MEDINIPUR STATE : WEST BENGAL					
Sl. No.	Name of the Mouza	Khasra No. (R.S)	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	LAKSHYA - 161	4022	00	04	00
		4015	00	08	90
		4016	00	02	80
		4016/5146	00	03	00
		4005	00	02	80
		4005/5142	00	02	40
		3955	00	04	80
		3973	00	00	60
		3972	00	01	30
		3962	00	01	70
		3971	00	02	60
		3963/5117	00	03	70
		3964	00	00	20
		3963	00	00	20
		3930	00	00	70
		3917	00	10	60
		3918	00	00	20
		3915	00	04	30
		3913	00	04	70
		3912	00	02	60
		3888	00	00	50
		3860	00	00	60
		3859/5102	00	02	70
		3859	00	03	30
		3858	00	00	80
		3857	00	01	50
		3836	00	02	10
		3837	00	04	10
		3838	00	01	10
		3855	00	02	00

1	2	3	4	5	6
	LAKSHYA - 161	3839	00	01	00
	Contd...	3849	00	14	10
		3767	00	03	10
		3770	00	00	20
		3766	00	00	20
		3768	00	04	20
		3763	00	03	30
		3769	00	00	20
2	KALIKAKUNDU - 148	1183	00	03	40
		1184	00	09	80
		1201	00	04	20
		1208	00	00	20
		1207	00	01	70
		1206	00	01	50
		1205	00	01	70
		1211	00	02	10
		1210	00	02	90
		1213	00	02	40
		1199	00	00	70
		678	00	00	30
		677	00	02	00
		675	00	03	50
		674	00	02	80
		673	00	01	30
		672	00	01	40
		216	00	04	90
		671	00	00	20
		217	00	01	70
		218	00	02	70
		219	00	01	40
		220	00	01	50
		211	00	02	50
		210	00	00	90
		209	00	01	20

1	2	3	4	5	6
	KALIKAKUNDU - 148	208	00	04	80
	Contd...	235	00	00	20
		236	00	00	20
		207	00	03	60
		269	00	00	30
		78	00	00	50
		79	00	00	70
		205	00	07	40
		185	00	02	10
		182	00	02	10
		184	00	02	50
		183/3479	00	02	20
		183	00	02	50
		179	00	02	50
		170	00	03	20
		171	00	02	30
		173	00	00	20
		169/3488	00	01	50
		172	00	01	30
		155	00	05	30
		156	00	01	50
3	KANCHANPUR - 137	56A	00	14	90
		56	00	01	00
		339	00	04	30
		336/1659	00	00	70
		338	00	03	00
		325	00	02	20
		341	00	01	50
		343	00	01	60
		324	00	00	40
		323	00	00	30
		322	00	00	20
		342	00	00	20
		89	00	00	20

1	2	3	4	5	6
	KANCHANPUR - 137	90	00	00	20
	Contd...	344	00	02	10
		345	00	05	30
		348	00	03	40
		349	00	00	20
		350	00	00	90
		351	00	02	60
		352	00	01	50
		353	00	00	20
		243	00	02	30
		244	00	01	70
		247	00	01	50
		248	00	02	30
		250	00	01	30
		249	00	00	20
		238	00	01	70
		237	00	02	90
		186	00	01	40
		186/1641	00	01	90
		185	00	01	50
		184	00	01	60
		183	00	03	60
		182	00	00	80
		181	00	00	80
		176	00	01	80
		179	00	00	20
		178	00	01	00
		177	00	00	20
		163	00	03	10
		164	00	01	00
		161	00	00	20
		158	00	03	60
4	RAJARAMPUR - 130	1473	00	04	00
		1474	00	02	10

1	2	3	4	5	6
	RAJARAMPUR - 130	1469	00	02	10
	Contd...	1470	00	00	60
		1468	00	10	10
		1476	00	01	00
		1465	00	05	60
		1466/2971	00	00	20
		1482	00	00	90
		1483	00	01	50
		1484	00	05	50
		1489	00	06	10
		1490	00	01	30
		1491	00	09	00
		1515	00	02	70
		1514	00	07	10
		1512	00	02	60
		1690	00	01	00
		1523	00	06	00
		1528	00	05	30
		1524	00	04	80
		1527	00	00	90
		1532	00	00	20
		1533	00	00	60
		1536	00	00	70
		1531	00	01	10
		1530/2962	00	01	50
		1530	00	01	30
		1529	00	01	90
		1556	00	01	90
		1559	00	04	40
		1560	00	02	30
		2863	00	00	40
		2864	00	02	00
		2860	00	00	80
		2865	00	01	30

1	2	3	4	5	6
	RAJARAMPUR - 130	2866	00	01	40
	Contd...	2868	00	07	60
		2859	00	00	20
		2868/2903	00	01	60
		2871	00	00	30
		2870	00	01	60
5	MALUBASAN - 123	857	00	00	60
		860	00	01	30
		859	00	01	00
		852	00	02	70
		850	00	00	80
		849	00	03	00
		847	00	04	30
		803	00	03	10
		802	00	01	90
		806	00	01	00
		801	00	03	00
		800	00	01	80
		799	00	02	50
		714	00	03	60
		713	00	02	90
		712	00	03	80
		717	00	00	40
		710	00	03	00
		709	00	00	20
		702	00	03	80
		703	00	00	30
		685	00	05	50
		686	00	01	70
		688	00	00	70
		687	00	00	20
		689	00	00	40
6	KESHABPURJALPAI - 133	934	00	09	20
		877	00	06	40

1	2	3	4	5	6
	KESHABPURJALPAI - 133	876	00	02	50
	Contd...	871	00	07	30
		824	00	03	80
		823	00	03	60
		819	00	03	10
		818	00	05	40
		773	00	00	20
		817	00	04	00
		816	00	04	00
		815	00	04	70
		776/3079	00	04	50
		786/3080	00	02	90
		785	00	05	30
		788	00	03	20
		789	00	03	10
		796	00	05	40
		802	00	05	50
		801	00	06	60
		723	00	01	60
		722	00	02	40
		721	00	02	60
		720	00	02	70

[ F. No. R-25011/29/2012-O.R.-I]

PAWAN KUMAR, Under Secy.



नई दिल्ली, 22 फरवरी, 2013

**का.आ. 518.**— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप(उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी गैस पाइपलाइन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस.सी. सरकार, डब्ल्यू. बी. सी. एस. (प्रशासनिक) सेवानिवृत्त सक्षम प्राधिकारी, पारादीप — हल्दिया — दुर्गापुर एलपीजी पाइपलाइन एवम् पारादीप — हल्दिया — बरौनी पाइपलाइन ऑगमेंटेशन योजना, डाकघर दुईल्या, आन्दुल-मौरी, मौरीग्राम हावड़ा-711 302 (पश्चिम बंगाल) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

पुलिस स्टेशन : महिषादल जिला : पूर्व मेदिनीपुर राज्य : पश्चिम बंगाल					
क्रम सं.	मौजा का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मी.
1	2	3	4	5	6
1	कालिकाकून्डू — 148	2076	00	02	30
		2077	00	02	50
		2078	00	01	50
		2079	00	01	10
		2082	00	08	40
		2083	00	01	30
		2084	00	01	70
		2085	00	01	40
		2086	00	03	60
		2089	00	00	40
		2088	00	04	10
		2128	00	02	20
		2127	00	02	50
		2126	00	00	80
		2129	00	05	20
		2125	00	00	40
		2133	00	01	90
		2134	00	02	30
		2141	00	06	80
		2159	00	09	20
		2158	00	04	00
		2157	00	02	50
		2426	00	09	30
		2404	00	02	30
		2403	00	00	20
		2405	00	01	00
		2411	00	00	20
		2406	00	01	10
		2408	00	00	50
		2409	00	02	80
		2410	00	00	80
		2419	00	03	00
		2418	00	02	50

1	2	3	4	5	6
	कालिकाकून्डू - 148	2417	00	03	10
	जारी.....	2640	00	00	70
		2641	00	01	30
		2650	00	02	20
		2648	00	01	80
		2649	00	01	80
		2647	00	03	70
		2646	00	02	10
		2706	00	05	40
		2705	00	00	90
		2693	00	05	70
		3465	00	03	70
		3466	00	07	40
		3483	00	04	00
		2686	00	00	40
		2063	00	02	20
		2064	00	02	50
		2069	00	05	50
		2070	00	03	70
2	चौपी - 146	1799	00	01	40
		1798	00	06	90
		1802	00	04	70
		1791 / 2558	00	05	90
		1882	00	01	30
		1879	00	04	20
		1884	00	03	80
		1878	00	05	60
		1876	00	05	70
		1875	00	07	30
		1934	00	03	00
		1936	00	01	50
		1937	00	02	80
		1947	00	00	40
		1616	00	03	80
		1614	00	00	90
		1612	00	00	80
		1949	00	00	40

1	2	3	4	5	6
	चौपी — 146	1611	00	01	20
	जारी.....	1957	00	00	20
		1958	00	02	50
		1959	00	00	20
		1575	00	09	90
		1965	00	04	00
		1968	00	04	30
		1573	00	00	80
		1969	00	03	90
		1572	00	07	00
		1976	00	01	20
		1977	00	02	40
		1978	00	00	20
		1979	00	04	70
		1980	00	00	60
		1981	00	02	30
		1982	00	01	30
		2074	00	02	20
		2073	00	00	40
		2075	00	03	00
		2457	00	06	90
		7	00	00	70
		8	00	00	70
		9	00	00	70
		2477	00	05	00
3	झाउपातरा — 144	85	00	00	70
		84	00	02	30
		83/1213	00	01	00
		81	00	01	40
		80	00	05	60
		94/1177	00	02	80
		79	00	00	40
		94	00	07	90
		128	00	06	10
		133	00	01	40
		181	00	01	70
		182	00	04	10

1	2	3	4	5	6
	झाउपातरा — 144	826	00	02	60
	जारी.....	87	00	01	90
		188 / 1171	00	02	10
		188	00	04	10
		207	00	05	50
		208	00	05	40
		210	00	01	30
		511	00	00	20
		512	00	00	20
		516	00	01	90
		517	00	00	50
		518	00	00	20
		519	00	01	90
		520	00	00	90
		524	00	00	40
		523	00	01	80
		522	00	00	90
		510	00	07	70
		584	00	02	40
		585	00	01	10
		583	00	00	40
		586	00	06	20
		601	00	02	70
		602	00	00	80
		603	00	00	60
		605	00	01	00
		606	00	02	50
		608	00	00	20
		609	00	02	10
		610	00	00	30
		722 / 1368	00	02	80
		722 / 1367	00	04	00
		726	00	02	00
		727	00	03	80
		728	00	00	80
		712	00	06	60
		713	00	00	50

1	2	3	4	5	6
	झाड़पातरा -- 144	714	00	00	20
	जारी.....	711	00	00	80
		699	00	03	00
		700	00	01	40
		703	00	00	20
		702	00	01	40
		701	00	02	90
		704	00	01	30
		675	00	00	60
		676	00	00	70
		674	00	04	10
		671	00	00	60
		669	00	00	80
		670	00	02	10
		886	00	00	70
		887	00	00	60
		891	00	00	90
		892	00	00	80
4	काकूड़दा -- 136	223	00	01	50
		224	00	01	10
		221	00	01	20
		219	00	07	20
		215	00	01	10
		216	00	02	00
		217	00	00	60
		218	00	00	20
		59	00	04	30
		56	00	01	30
		55	00	03	50
5	बागदा -- 138	1056 / 1268	00	03	00
		1065	00	01	70
		1066	00	01	50
		1064	00	02	20
		1063	00	00	50
		1069	00	00	20
		1105	00	00	20
		1068	00	00	20
		1067	00	01	60

1	2	3	4	5	6
	बागदा - 138	1104	00	02	50
	जारी.....	1097	00	05	00
		1096	00	00	30
		1110	00	01	90
		1111	00	01	40
		1112	00	00	60
		1094	00	03	40
		1113	00	00	30
		1136	00	06	20
		1137	00	07	00
		1159	00	01	50
		1144	00	03	10
		1145	00	03	70
		1000	00	01	10
6	बामुन्या - 134	1323	00	01	20
		1320	00	01	60
		1319	00	01	70
		1317	00	02	30
		1318	00	02	40
		1988	00	00	50
		1327	00	00	60
		1328	00	03	90
		1308	00	00	90
		1307	00	04	00
		1350	00	00	70
		1301	00	01	80
		1300	00	01	10
		1302	00	00	20
		1303	00	01	30
		1298	00	01	90
		1297	00	00	20
		1296	00	02	10
		1295	00	00	30
		1294	00	01	10
		1278	00	02	40
		1277	00	02	00
		1276	00	01	30
		1268	00	04	80

1	2	3	4	5	6
	बामुन्या — 134	1283	00	00	60
	जारी.....	1267	00	01	60
		1265	00	02	30
		1264	00	03	70
		1263	00	05	50
		1262	00	03	80
		2251	00	02	60
		2249	00	00	20
		1464	00	00	50
		1381	00	00	70
		1405	00	02	00
		1406	00	01	40
		1407	00	07	10
		1421	00	01	60
		1420	00	02	50
		1419	00	04	40
		1418	00	09	60
		1415	00	01	40
		1433	00	01	80
		1630	00	02	30
		1629	00	03	20
		1628	00	07	90
		1611	00	00	90
		2284	00	01	80
		2290	00	01	40
		2289	00	01	60
		1596	00	01	70
		1498	00	00	80
		1512	00	04	10
		1511	00	03	30
		1509	00	02	20
		1508	00	00	40
		1507	00	02	50
		1506	00	02	70
		1505	00	01	10
7	कान्चनपुर जालपाइ — 132	1336	00	01	80
		1337	00	02	40



1	2	3	4	5	6
	कान्चनपुर जालपाइ - 132	1338	00	00	60
	जारी.....	1335	00	02	10
		179	00	00	40
		181	00	03	80
		180	00	03	60
		173	00	00	70
		178 / 1284	00	00	20
		174 / 1282	00	04	20
		174	00	08	80
		174 / 1283	00	03	80
		164	00	01	50
		163	00	09	10
		146	00	00	40
		150	00	00	20
		149	00	11	20
		136	00	00	20
		134	00	03	00
		135	00	05	40
		132	00	06	00
		130	00	01	10
		670	00	04	00
		671	00	04	10
		673	00	03	80
		676	00	01	90
		677	00	01	90
		678	00	03	00
		718	00	03	50
		717	00	04	40
		714 / 1386	00	02	20
		715	00	03	20
		715 / 1387	00	02	40
		711 / 1384	00	00	50
		710	00	02	80
		710 / 1383	00	03	00
		795	00	02	50
		796	00	02	90
		797	00	03	30

1	2	3	4	5	6
	कान्चनपुर जालपाइ - 132	798	00	03	60
	जारी.....	814	00	00	40
		815	00	01	80
		816	00	01	10
		810	00	01	50
		809	00	00	70
		808	00	02	10
		807	00	02	30
		824	00	03	60
		824 / 1408	00	00	20
		824 / 1407	00	02	40
		827 / 1406	00	00	50
		827 / 1401	00	00	30
8	दक्षिण काशिम नगर - 129	451 / 837	00	04	40
		451	00	02	40
		450	00	02	30
		448	00	01	90
		447	00	02	10
		446	00	04	50
		444	00	00	90
		842	00	01	40
		443	00	01	10
		434	00	00	50
		436	00	01	30
		437	00	00	50
		435	00	01	80
		407	00	17	20
		411	00	01	60
		412	00	00	60
		379 / 818	00	04	40
		379	00	03	50
		378	00	02	10
		378 / 874	00	02	10
		368	00	02	90
		824	00	04	20
		356	00	02	60
		355	00	01	20

1	2	3	4	5	6
	दक्षिण काशिम नगर — 129	354	00	00	90
	जारी.....	351	00	00	20
		352	00	01	90
		348	00	00	80
		331	00	03	20
		325	00	03	80
		334	00	01	90
		324	00	01	20
		323	00	02	70
		313	00	03	10
		314 / 838	00	01	50
		314	00	01	50
		302	00	01	20
		315	00	00	50
		301	00	01	70
		296	00	00	40
		299	00	02	80
		300	00	02	80
		290	00	02	00
		289	00	00	90
		274	00	00	50
		273	00	00	90
		272	00	00	70
		68	00	00	30
		69	00	02	70
		67	00	00	20
		66	00	00	20
		72	00	01	00
		73	00	00	90
		71	00	00	20
		74	00	01	00
		95	00	00	70
		75	00	00	30
		76	00	04	60
		80	00	02	10
		81	00	02	00
		82	00	00	50

1	2	3	4	5	6
	दक्षिण काशिम नगर — 129	42	00	03	10
	जारी.....	44	00	02	30
		41	00	00	40
		37	00	01	50
		7	00	00	80
		8	00	02	90
		9	00	02	40
		10 / 809	00	00	20
		30	00	00	70
		29	00	01	80
		31	00	00	50
		28	00	00	50
		25	00	02	10
		20	00	02	70
		22	00	01	30
		23	00	00	50
		144	00	02	30
		18	00	00	40
		146	00	00	40

[फा. सं. आर-25011/29/2012-ओ.आर.-1]

पवन कुमार, अवर सचिव

New Delhi. the 22nd February. 2013

**S.O. 518.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.C.Sarkar,

W.B.C.S (Exe.)Retd.Competent Authority Paradip – Haldia –Durgapur LPG Pipeline & Augmentation of Paradip – Haldia –Barauni Pipeline Project, P.O,Duillya, Andul - Mouri, Mourigram,Howrah, 711-302 (West Bengal)

## SCHEDULE

SCHEDULE

P.S : MAHISADAL		DISTRICT : PURBA MEDINIPUR		STATE : WEST BENGAL	
Sl. No.	Name of the Mouza	Khasra No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	KALIKAKUNDU - 148	2076	00	02	30
		2077	00	02	50
		2078	00	01	50
		2079	00	01	10
		2082	00	08	40
		2083	00	01	30
		2084	00	01	70
		2085	00	01	40
		2086	00	03	60
		2089	00	00	40
		2088	00	04	10
		2128	00	02	20
		2127	00	02	50
		2126	00	00	80
		2129	00	05	20
		2125	00	00	40
		2133	00	01	90
		2134	00	02	30
		2141	00	06	80
		2159	00	09	20
		2158	00	04	00
		2157	00	02	50
		2426	00	09	30
		2404	00	02	30
		2403	00	00	20
		2405	00	01	00
		2411	00	00	20
		2406	00	01	10
		2408	00	00	50
		2409	00	02	80
		2410	00	00	80
		2419	00	03	00
2418	00	02	50		

1	2	3	4	5	6
	KALIKAKUNDU - 148	2417	00	03	10
	Contd.....	2640	00	00	70
		2641	00	01	30
		2650	00	02	20
		2648	00	01	80
		2649	00	01	80
		2647	00	03	70
		2646	00	02	10
		2706	00	05	40
		2705	00	00	90
		2693	00	05	70
		3465	00	03	70
		3466	00	07	40
		3483	00	04	00
		2686	00	00	40
		2063	00	02	20
		2064	00	02	50
		2069	00	05	50
		2070	00	03	70
2	CHANPI - 146	1799	00	01	40
		1798	00	06	90
		1802	00	04	70
		1791/2558	00	05	90
		1882	00	01	30
		1879	00	04	20
		1884	00	03	80
		1878	00	05	60
		1876	00	05	70
		1875	00	07	30
		1934	00	03	00
		1936	00	01	50
		1937	00	02	80
		1947	00	00	40
		1616	00	03	80
		1614	00	00	90
		1612	00	00	80
		1949	00	00	40

1	2	3	4	5	6
	CHANPI - 146	1611	00	01	20
	Contd.....	1957	00	00	20
		1958	00	02	50
		1959	00	00	20
		1575	00	09	90
		1965	00	04	00
		1968	00	04	30
		1573	00	00	80
		1969	00	03	90
		1572	00	07	00
		1976	00	01	20
		1977	00	02	40
		1978	00	00	20
		1979	00	04	70
		1980	00	00	60
		1981	00	02	30
		1982	00	01	30
		2074	00	02	20
		2073	00	00	40
		2075	00	03	00
		2457	00	06	90
		7	00	00	70
		8	00	00	70
		9	00	00	70
		2477	00	05	00
3	JHAUPATRA - 144	85	00	00	70
		84	00	02	30
		83/1213	00	01	00
		81	00	01	40
		80	00	05	60
		94/1177	00	02	80
		79	00	00	40
		94	00	07	90
		128	00	06	10
		133	00	01	40
		181	00	01	70
		182	00	04	10

1	2	3	4	5	6
	JHAUPATRA - 144	826	00	02	60
	Contd.....	87	00	01	90
		188/1171	00	02	10
		188	00	04	10
		207	00	05	50
		208	00	05	40
		210	00	01	30
		511	00	00	20
		512	00	00	20
		516	00	01	90
		517	00	00	50
		518	00	00	20
		519	00	01	90
		520	00	00	90
		524	00	00	40
		523	00	01	80
		522	00	00	90
		510	00	07	70
		584	00	02	40
		585	00	01	10
		583	00	00	40
		586	00	06	20
		601	00	02	70
		602	00	00	80
		603	00	00	60
		605	00	01	00
		606	00	02	50
		608	00	00	20
		609	00	02	10
		610	00	00	30
		722/1368	00	02	80
		722/1367	00	04	00
		726	00	02	00
		727	00	03	80
		728	00	00	80
		712	00	06	60
		713	00	00	50



1	2	3	4	5	6
	JHAUPATRA - 144	714	00	00	20
	Contd.....	711	00	00	80
		699	00	03	00
		700	00	01	40
		703	00	00	20
		702	00	01	40
		701	00	02	90
		704	00	01	30
		675	00	00	60
		676	00	00	70
		674	00	04	10
		671	00	00	60
		669	00	00	80
		670	00	02	10
		886	00	00	70
		887	00	00	60
		891	00	00	90
		892	00	00	80
4	KAKURDA - 136	223	00	01	50
		224	00	01	10
		221	00	01	20
		219	00	07	20
		215	00	01	10
		216	00	02	00
		217	00	00	60
		218	00	00	20
		59	00	04	30
		56	00	01	30
		55	00	03	50
5	BAGDA -138	1056/1268	00	03	00
		1065	00	01	70
		1066	00	01	50
		1064	00	02	20
		1063	00	00	50
		1069	00	00	20
		1105	00	00	20
		1068	00	00	20
		1067	00	01	60

1	2	3	4	5	6
	BAGDA -138	1104	00	02	50
	Contd.....	1097	00	05	00
		1096	00	00	30
		1110	00	01	90
		1111	00	01	40
		1112	00	00	60
		1094	00	03	40
		1113	00	00	30
		1136	00	06	20
		1137	00	07	00
		1159	00	01	50
		1144	00	03	10
		1145	00	03	70
		1000	00	01	10
6	BAMUNYA - 134	1323	00	01	20
		1320	00	01	60
		1319	00	01	70
		1317	00	02	30
		1318	00	02	40
		1988	00	00	50
		1327	00	00	60
		1328	00	03	90
		1308	00	00	90
		1307	00	04	00
		1350	00	00	70
		1301	00	01	80
		1300	00	01	10
		1302	00	00	20
		1303	00	01	30
		1298	00	01	90
		1297	00	00	20
		1296	00	02	10
		1295	00	00	30
		1294	00	01	10
		1278	00	02	40
		1277	00	02	00
		1276	00	01	30
		1268	00	04	80

1	2	3	4	5	6
	BAMUNYA - 134	1283	00	00	60
	Contd.....	1267	00	01	60
		1265	00	02	30
		1264	00	03	70
		1263	00	05	50
		1262	00	03	80
		2251	00	02	60
		2249	00	00	20
		1464	00	00	50
		1381	00	00	70
		1405	00	02	00
		1406	00	01	40
		1407	00	07	10
		1421	00	01	60
		1420	00	02	50
		1419	00	04	40
		1418	00	09	60
		1415	00	01	40
		1433	00	01	80
		1630	00	02	30
		1629	00	03	20
		1628	00	07	90
		1611	00	00	90
		2284	00	01	80
		2290	00	01	40
		2289	00	01	60
		1596	00	01	70
		1498	00	00	80
		1512	00	04	10
		1511	00	03	30
		1509	00	02	20
		1508	00	00	40
		1507	00	02	50
		1506	00	02	70
		1505	00	01	10
7	KANCHANPURJALPAI - 132	1336	00	01	80
		1337	00	02	40

1	2	3	4	5	6
	KANCHANPURJALPAI - 132	1338	00	00	60
	Contd.....	1335	00	02	10
		179	00	00	40
		181	00	03	80
		180	00	03	60
		173	00	00	70
		178/1284	00	00	20
		174/1282	00	04	20
		174	00	08	80
		174/1283	00	03	80
		164	00	01	50
		163	00	09	10
		146	00	00	40
		150	00	00	20
		149	00	11	20
		136	00	00	20
		134	00	03	00
		135	00	05	40
		132	00	06	00
		130	00	01	10
		670	00	04	00
		671	00	04	10
		673	00	03	80
		676	00	01	90
		677	00	01	90
		678	00	03	00
		718	00	03	50
		717	00	04	40
		714/1386	00	02	20
		715	00	03	20
		715/1387	00	02	40
		711/1384	00	00	50
		710	00	02	80
		710/1383	00	03	00
		795	00	02	50
		796	00	02	90
		797	00	03	30

1	2	3	4	5	6
	KANCHANPURJALPAI - 132	798	00	03	60
	Contd.....	814	00	00	40
		815	00	01	80
		816	00	01	10
		810	00	01	50
		809	00	00	70
		808	00	02	10
		807	00	02	30
		824	00	03	60
		824/1408	00	00	20
		824/1407	00	02	40
		827/1406	00	00	50
		827/1401	00	00	30
8	DAKSHINKASIMNAGAR - 129	451/837	00	04	40
		451	00	02	40
		450	00	02	30
		448	00	01	90
		447	00	02	10
		446	00	04	50
		444	00	00	90
		842	00	01	40
		443	00	01	10
		434	00	00	50
		436	00	01	30
		437	00	00	50
		435	00	01	80
		407	00	17	20
		411	00	01	60
		412	00	00	60
		379/818	00	04	40
		379	00	03	50
		378	00	02	10
		378/874	00	02	10
		368	00	02	90
		824	00	04	20
		356	00	02	60
		355	00	01	20

1	2	3	4	5	6
	DAKSHINKASIMNAGAR - 129	354	00	00	90
	Contd.....	351	00	00	20
		352	00	01	90
		348	00	00	80
		331	00	03	20
		325	00	03	80
		334	00	01	90
		324	00	01	20
		323	00	02	70
		313	00	03	10
		314/838	00	01	50
		314	00	01	50
		302	00	01	20
		315	00	00	50
		301	00	01	70
		296	00	00	40
		299	00	02	80
		300	00	02	80
		290	00	02	00
		289	00	00	90
		274	00	00	50
		273	00	00	90
		272	00	00	70
		68	00	00	30
		69	00	02	70
		67	00	00	20
		66	00	00	20
		72	00	01	00
		73	00	00	90
		71	00	00	20
		74	00	01	00
		95	00	00	70
		75	00	00	30
		76	00	04	60
		80	00	02	10
		81	00	02	00
		82	00	00	50

1	2	3	4	5	6
	DAKSHINKASIMNAGAR - 129	42	00	03	10
	Contd.....	44	00	02	30
		41	00	00	40
		37	00	01	50
		7	00	00	80
		8	00	02	90
		9	00	02	40
		10/809	00	00	20
		30	00	00	70
		29	00	01	80
		31	00	00	50
		28	00	00	50
		25	00	02	10
		20	00	02	70
		22	00	01	30
		23	00	00	50
		144	00	02	30
		18	00	00	40
		146	00	00	40

[ F. No. R-25011/29/2012-O.R.-I]

PAWAN KUMAR, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 4 फरवरी, 2013

**का.आ. 519.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 10/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2013 को प्राप्त हुआ था।

[सं. एल-12011/148/2008-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 4th February, 2013

**S.O. 519.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2005) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 24-01-2013.

[No. L-12011/148/2008-IR (B-II)]

SHEESH RAM, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE**

Dated : 5th December, 2012

**Present :** SHRI S. N. NAVALGUND, Presiding Officer**C.R. No. 10/2005**

**I Party :** The General Secretary,  
Central Bank of India Employees  
Congress, C/o Central Bank of India,  
Bangalore City Branch, K. G Road,  
Bangalore-560009.

**II Party :** The Chief Manager,  
Central Bank of India,  
71, Millers Road, Sonia Towers,  
Bangalore-560 052.

**Appearances :**

**I Party :** Shri Sarat Chandra Bijai,  
Advocate

**II Party :** Shri Pradeep S. Sawkar,  
Advocate

**AWARD**

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) of sub-section

(2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12011/148/2008-IR(B-II) dated 11-1-2005 for adjudication on the following schedule:

**SCHEDULE**

“Whether the action of the management of Central Bank of India is justified in terminating the services of S/Shri R. P. Mahesh and V. Krishnamurthy, Temporary workers w.e.f. 31-5-2001? If not, what relief they are entitled to?”

2. After completion of the pleadings and evidence of both sides when the case was posted for arguments on merits on 05-12-2012, the learned advocate appearing for the I party filed a Memo to the effect that the management has collected all necessary application/documents from the said workmen for recruitment for the post of Safai Karmachari-cum-Sub-staff as per their internal circular/office order with a condition that the workmen shall withdraw the dispute, hence, the Secretary of the I party Union and the concerned workmen prayed this Tribunal to permit the I party to withdraw the dispute as settled Out of Court. Accordingly, the proceedings is closed and following Nil Award is passed.

**ORDER**

The reference is rejected as Settled Out of Court by the Parties.

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 4 फरवरी, 2013

**का.आ. 520.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए ऑफ 7/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-01-2013 को प्राप्त हुआ था।

[सं. एल-12011/169/2004-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 4th February, 2013

**S.O. 520.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA of 27/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 31-01-2013.

[No. L-12011/169/2004-IR (B-II)]

SHEESH RAM, Section Officer



**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**AHMEDABAD**

**Present :**

SHRI BINAY KUMAR SINHA, Presiding Officer,  
 CGIT-cum-Labour Court, Ahmedabad,  
 Dated 21st January, 2013

**Reference: CGITA of 27/2005**

The Chief Manager (CS),  
 Bank of India, Zonal Office,  
 Ahmedabad Zone, BOI Building,  
 Bhadra, Ahmedabad,  
 Ahmedabad (Gujarat)- 380001 ..... First Party

**And**

Their workman  
 Through Union Bank India Staff,  
 General Secretary,  
 Bank of India Staff Union,  
 C/o Bank of India, Bhadra,  
 Ahmedabad (Gujarat)- 380001. .... Second Party

For the first party : Mrs. Meena Shah, Advocate

For the second party : Shri B.K. Oza, Advocate

**AWARD**

The Central Government/Ministry of Labour, by its reference order No. L-12011/169/2004-IR (B-II) New Delhi, dated 17-02-2005 considering Industrial Dispute exists between the employers in relation to the management of Bank of India, and their workman, referred the dispute in exercise of powers conferred by cl. (d) of sub-section (2A) of Section 10 of the I.D. Act, 1947 for adjudication to this C.G.I.T.-cum-Labour Court, Ahmedabad formulating the terms of reference as schedule as follows :—

**SCHEDULE**

“Whether the demand of Bank of India Staff Union, Ahmedabad for reinstatement of Shri M.D. Makwana, Ex-Part Time sweeper w.e.f. 28-02-2004 with continuity of service and consequential benefits by the management of Bank of India, Zonal Office, Ahmedabad is proper and justified? If so, what relief the concerned workman is entitled?”

2. On registering of the case notices were issued to the parties to submit pleading-s/c and w.s. with relevant papers. Both parties appeared and filed respective pleadings.

3. The case of the second party workman as per Ext. 4 (statement of claim) is that he was working as part time sweeper at Mahizada branch of Bank of India w.e.f. 15-02-1999. Further case is that besides the sweeping work he has no any other work to be performed in the Branch of

said Bank. But suddenly the Bank management issued a notice to him dated 21-11-2003 calling for explanation that he received an amount of Rs. 600 from the Account holder for depositing said amount in the Saving Bank A/c No. 1462 Vina Gauri SSHY Mahila Group Vasai, but he did not deposit said amount in the said bank account of the account holder and used the amount. Further case is that he received the amount of Rs. 600 from the postman namely Zala to whom the said account holder had given to the said postman and the postman handed over the said amount to him to be deposited in the said branch of bank where he is working, but used that money instead of depositing in the account of said account holder. Even on praying to take lenient view, the bank issued charge sheet and conducted domestic inquiry against him and that he admitted the charges and sought for lenient view to be taken against him but in spite of that on the basis of inquiry report the Disciplinary Authority passed the punishment order of his discharge by order dated 28-02-2004. He made departmental appeal on 15-03-2004 but the Appellate Authority did not also consider to award light punishment, rather confirmed the order of punishment passed by the Disciplinary Authority. Further case is that principle of natural justice was not followed and even on admitting that the said amount was expended in treatment of his ailing father no any lenient view was taken either by Disciplinary Authority in awarding punishment or even it was considered by the Appellate Authority. On these scores prayer has been made that the order of his discharge dated 28-02-2004 is illegal, unwarranted and the same be set aside and he be reinstated to the post on which he was working with back-wages.

4. The management of bank (first party) as per Ext. 7 (written statement) has pleaded inter-alia that the concerned workman was working as part time sweeper at Bank's Mahijada branch w.e.f. 15-02-1999. The Bank had received complaint from Smt. Pravina H. Trevidi and Daxa B. Patel dated 20-11-2003 stating therein that though they had given the amount of Rs. 300 each in the month of September and October-2003 to Shri Jasubhai Zala for depositing the said amount of Rs. 600 in the Saving Bank Account No. 1462 in Vina Gauri SSHY Mahila Group, Vasai, and that the said amount was handed over to the concerned workman by Jasubhai Zala (postman) for depositing the said amount in the Bank account. Then the concerned workman was issued a memorandum dated 21-11-2003 seeking his clarification, which was duly received by him. On receipt of the said memorandum, the workman concerned has stated that he had not deposited the said amount in the said bank account. Thereafter management of bank had issued a charge sheet dated 17-12-2003 on the allegation that the workman concerned had misappropriated the customer's money amounting to Rs. 600 received by him for depositing in the customer's account. The aforesaid cause involving dishonesty on

the part of workman amount to gross misconduct in terms of clause 5 (j) of the memorandum of settlement dated 10-04-2002. Gujarati version of the aforesaid charge sheet was also included for easy understanding of the workman. By order dated 17-12-2003 of Disciplinary Authority Shri A.J. Pandya, Staff Officer, Zonal Office was appointed as Inquiry Officer and Shri H.T. Dhakan, Staff Officer Manekchowk Branch as Presenting Officer in the domestic inquiry. The concerned workman was intimated vide letter dated 26-12-2003 that the inquiry will be held in Mahijada Branch on 05-01-2004 at 11 a.m. and the workman was advised to attend along with his defence representative if any. On 05-01-2004 inquiry was held by the Inquiry Officer and the Presenting Officer as well the concerned workman along with Shri G.P. Dave, General Secretary BOI Staff Union as defence representative were present on that date of inquiry and the workman admitted the charges levelled against him and submitted his written representation dated 05-01-2004 which was taken on record of the inquiry. Since the workman admitted the charges levelled against him, the inquiry was concluded, then inquiry officer submitted his findings dated 22-01-2004 to the Disciplinary Authority along with proceedings and documents giving findings that the charges levelled against the workman has been proved. The Disciplinary Authority after going through the inquiry report and the materials issued second show cause punishment notice dated 09-02-2004 against the concerned workman.

5. The copy of the inquiry report of the inquiry officer was also attached with the second show cause notice and the same was received by the concerned workman, the workman concerned was also advised to appear before the Disciplinary Authority along with his defence representative on 16-02-2004 at 3.30 p.m. for giving personal hearing. A Gujarati version of the show cause punishment notice was also enclosed for easy understanding of the concerned workman. The workman with his defence representative had attended before the Disciplinary Authority for personal hearing. Then the Disciplinary Authority after carefully going through the submissions made by the workman concerned passed the punishment order dated 28-02-2004 imposing the punishment of compulsory retirement from the Bank's service with immediate effect with superannuation benefits i.e. pension and /or P.F. and Gratuity as would be due available under the rules and regulation prevailing at the relevant time in terms of clause 6 (c) of the memorandum of settlement dated 10-04-2002. The workman concerned preferred departmental appeal before the Appellate Authority on 15.03.2004 where also personal hearing was given and the Appellate Authority confirmed the punishment order of Disciplinary Authority by order dated 03-04-2004 and rejected the appeal of the concerned workman, a Gujarati Version of the said order was also given to the concerned workman. It is also the case of the

first party that in view of the charge of misappropriation of Rs. 600 levelled against the workman concerned having proved conclusively, the punishment imposed upon the workman concerned is legal and proper and therefore, the workman concerned is not entitled for his reinstatement and back wages or any reliefs as prayed for. The first party has admitted para 1 of the statement of claim that he was working as part time sweeper at Mahijada Branch of the Bank. The other averments of s/c made in other paras are denied by the Bank. Further case is that the principles of natural justice was followed in conducting domestic inquiry and opportunity was given to the delinquent workman to defend himself with his defence representative but when the delinquent workman confessed his guilt and admitted the charges levelled against him misappropriating Rs. 600 of the account holder for not depositing the said amount in the account at Mahijada Branch, the inquiry had concluded. Further contention is that the punishment as to order of discharge with superannuation benefit and also not preventing from employment in other department is not harsh and shocking for invoking the Jurisdiction of Labour Court/Tribunal to consider the provision of section 11 A of the ID Act. The concerned workman in his statement of claim has made baseless allegations for memorandum dated 21 November, 2003 and the charge sheet dated 17-01-2004 are contradictory. Further case is that the bank is a public sector undertaking dealing with public fund and each and every employee of the bank is a Trusty of the Bank and that the trust imposed by the customer Veena Gauri SSH Mahijada Group and Shri Jashwant S. Zala has been breached by the workman concerned and so the misconduct committed by the workman concerned amounting to gross misconduct involving misappropriation of customers/banks funds, so the punishment imposed upon the workman concerned is just, legal, proper and valid and so the workman is not entitled to any relief.

6. It may be noted here that the second party workman has not challenged the propriety of the domestic enquiry held against him by filing any pursis and so no any preliminary issue has been formulated in this case as to propriety or otherwise of domestic inquiry for giving findings on the preliminary issue

7. Upon the pleadings of the parties the following issues are taken up for discussions and determinations.

#### ISSUES

- (I) Whether the reference is maintainable?
- (II) Whether the workman/union has valid cause of action to raise Industrial Dispute against the punishment order dated 28-02-2004 ?
- (III) Whether the principle of natural justice was followed in holding domestic inquiry by the management of first party against the delinquent workman (second party)?

- (IV) Whether the order of punishment dated 28.02.2004 is shockingly disproportionate to the gravity of misconduct of the delinquent workman (second party) ?
- (V) Whether the demand of the union (Bank of India Staff Union) Ahmedabad for reinstatement of the workman Shri M.D. Makwana Ex-part time sweeper w.e.f. 28.02.2004 with continuity of service and consequential benefits is proper and justified ?
- (VI) Whether the second party workman is entitled to the relief as claimed ?
- (VII) What orders are to be passed ?

#### FINDINGS

##### 8. ISSUE Nos. III & IV

The management of Bank of India through a list Ext. 8 has produced as many as 14 documents concerning the domestic inquiry held against the delinquent workman which have been given pakka exhibits from Ext. 9 to 22. Ext. 9 is memorandum to the workman concerned dated 21-11-2003, Ext. 10 is explanation by the workman concerned dated 21-11-1993, Ext. 11 is memorandum dated 11-12-2003 along with chargesheet dated 17-12-2003 also with Gujarati version Ext. 12 is order of appointment of inquiry officer dated 11-12-2003, Ext. 13 is order of appointment of Presenting officer dated 17-12-2003, Ext. 14 is inquiry proceeding dated 26.12.2003 along with documents marked ME-1 ME-15 along with document submitted by the workman Ext. 15 is finding of the inquiry officer dated 22-01-2004. Ext. 16 is the copy of show cause punishment notice dated 07-12-2004 along with Gujarati version, Ext. 17 is minutes of personal hearing dated 23-02-2004 made by the Disciplinary Authority Ext. 18 is representation given by workman concerned dated 23-02-2004, Ext. 19 is copy of punishment order dated 28-02-2004 along with Gujarati version, Ext. 20 is appeal to Appellate Authority dated 15-03-2004 along with Gujarati version, Ext. 21 is minutes of personal hearing of the Appellate Authority dated 16-03-2004, Ext. 22 is the copy of order of Appellate Authority dated 03-04-2004 along with Gujarati version. The first party has relied upon those documentary evidences in support that domestic inquiry was conducted properly observing the principles of natural justice. The second party workman has not challenged as to the legality and propriety of the domestic inquiry conducted by the bank against him and did not lead oral evidence to challenge the propriety and legality of the domestic inquiry. Rather the second party workman has only examined himself at Ext. 24 that he was getting Rs. 2,000 per month by the Bank as part time job of sweeper and after his termination from the services he is unemployed he was also cross-examined by the lawyer of the first party bank suggesting him that he is in gainful

employment and is earning from sweeping job and other jobs since after termination. The first party bank filed pursis at Ext. 29 mentioning therein that the workman side has admitted legality and propriety of the domestic inquiry conducted by the bank against him and the second party has not lead oral evidence on this point so the first party bank has not also desired to lead oral evidence on the point of legality and propriety of the domestic inquiry and so the oral evidence of the first party may be treated as closed. Thereafter vide Ext. 30 the first party has submitted copy of memorandum of settlement on disciplinary action and procedure dated 10-04-2002/27-05-2002 through a list. The copy of the memorandum of settlement has been marked Ext. 30/1.

9. Now coming to the documentary evidence lead by the first party regarding the entire domestic enquiry conducted against the delinquent workman (second party). From Ext. 9 it appears that the preliminary inquiry was conducted on receiving complaint by the bank from the account holder that the amount of Rs. 300 each for the month of September 2003 and October 2003 given to J.V. Zala (postman) have not been credited into the account. On making preliminary inquiry by the bank it had come to notice from inquiry with the said postman J.V. Zala who disclosed that the amount of Rs. 600 was given to the concerned workman M.D. Makwana in the earlier morning hours in the bank premises when he was cleaning the branch premises, for depositing same in the customer's account on very date when it was confirmed by the bank that the said amount handed over by the account holder to the said postman and in turn the said postman had given the said amount to Rs. 600 to the concerned workman in the bank premises for depositing the same in the account of account holder but the concerned workman have not deposited the same in customers account on the very same day and not even said date, then explanation was called for. Ext. 10 is the written explanation in the pen and signature of the concerned workman dated 21-11-2003 wherein he admitted that the amount given to him by the postman on behalf of the account holder has been utilized by him in the treatment of his father and was not deposited in the account of account holder Ext. 11 is the memorandum along with charge sheet dated 17-12-2003 with Gujarati version. From perusal of the memorandum and the chargesheet I find that there is no any discrepancy in the charge sheet and as per charge sheet dated 17-12-2003 and as per memorandum to the workman concerned dated 21-11-2003 vide Ext. 9. The charge sheet is clearly speaking that the delinquent workman through postman Shri J.S. Zala (village postman) has received the amount of Rs. 300 each on two occasions for depositing the same in the S.B. Account of the account holder and the sum of Rs. 600 handed over to you by Shri J.V. Zala for depositing in the customer's account to you did not deposit the said amount of Rs. 600, So, received from Shri Zala and thus you have

misappropriated customers money amounting to Rs. 600 received by you for depositing in customers account. Para 2 of the charge sheet speaks the aforesaid acts involving dishonesty on your part amounts to gross-misconduct in terms of clause 5 (j) of the memorandum of settlement dated 10-04-2002. The lawyer of the second party in his argument tried to convince that handing over of the money by the village postman on behalf of the account holders for depositing the same amount in the account holders account to the second party workman was not occurred in the bank premises rather had occurred outside the bank premises. But on careful consideration of Ext 9, 10 and 11 in the true sense it is obvious that the village postman had handedover Rs. 300 each on two occasions to the concerned workman inside the bank premises in the earlier hour when the concerned workman was doing his sweeping services in the bank premises. So the handing over of the money amounting to Rs. 600 was made to the delinquent workman inside the bank premises and not outside the bank premises or elsewhere. Even the delinquent workman was in the part-time sweeping job but he was an employee of the bank and duty cast upon him to observe trust and honesty as that of other employees of the bank but such condemnable action on part of the delinquent workman in misappropriation of the amount which was not deposited in the account holders account entrusted to him clearly attracts clause 5 (j) of the memorandum of settlement "doing an act prejudicial to the interest of the bank for gross negligence or negligence involving or likely to involve the bank in serious loss. From Ext. 14 the inquiry proceedings dated 26-12-2003, it appears that first day of inquiry sittings was intimated also to the chargesheeted employee along with P.O. to be held on 15 January, 2004 at 11 a.m. at Mahijada Branch. The proceeding of the inquiry officer dated 5-1-2004 clearly go to show that the chargesheet was explained to that the delinquent workman with his defence representative Mr. Dave General Secretary were present on 5-01-2004 and that the chargesheet was explained to the delinquent workman and after fully understanding the contents of the chargesheet the delinquent was asked whether he admits the charges as levelled against him then the delinquent workman admitted the charges levelled against him, thereafter delinquent workman submitted his written representation on 5-1-2004 on that day. It was also taken on the record of the inquiry. Since the delinquent workman had admitted chargesheet levelled against him inquiry concluded on 5-1-2004 there is written admission of the delinquent workman submitted before the inquiry officer admitting that he had utilized the amount of Rs. 600 handed over to him for deposit in the account holders account by the village postman J.S. Zala also admitting that the village postman had given him Rs. 300 each on two occasions for depositing the same in the said S.B. Account and that he did not deposit the said amount of Rs. 600 so received

from Zala he also admitted that he utilized the said money in his father's treatment it also appear that subsequently on 1-12-2003 he deposited Rs. 600 in the customers SB Account No. 1462 also requesting not to consider the utilization of the money of Rs. 600 as misappropriation of the customers money also requesting to them to consider the matters empathetically and leniently.

10. From perusal of Ext. 15 the inquiry report of the officers I find that all the relevant materials documents produced by both sides in the departmental inquiry were meticulously considered and an opportunity was also given to defend himself but the workman or defence representative has not produced any defence exhibits and also in view of the clear admission of the charges as to misappropriation of money amounting to Rs. 600 of the account holders by not depositing the said amount in the account of the account holder proved that he misappropriated the amount of Rs. 600 so the charges levelled against Mr. M.D. Makwana part time sweeper of Mahijada branch has been proved conclusively. From perusal of Exts. 16, 17, 18, 19, 20, 21 and 22 it appears that the principle of natural justice was also followed at the level of the Disciplinary Authority in issuing second show cause notice to the delinquent workman. Directing to appear for personal hearing to defend himself against the proposed punishment and that personal hearing was given and thereafter order of punishment of compulsory retirement with pensionary benefits not causing disqualification for other employment was passed. It also appear that at the appellate stage also principle of natural justice was followed in giving personal hearing to the delinquent workman.

11. From going through the documentary evidence by way of the entire copy of inquiry proceeding submitted by the first party bank, it appears that proper and valid domestic inquiry was conducted against the second party workman and at every stage principle of natural justice was followed.

12. I have also gone through the order of punishment dated 28-02-2004 passed by the Disciplinary Authority, Chief Manager (Ahmedabad Zone) I find that the Disciplinary Authority has discussed all the pros and cons of the allegations supported with the documents before the domestic inquiry and has concurred with the findings of the inquiry officer about the proved guilt of the chargesheeted employee in misappropriating the money of the account holders which was to be deposited by him in account holders account at Mahijada branch where he was working as part-time sweeper. I also find that the Disciplinary Authority has taken lenient view in awarding punishment under clause 6 (c) of the memorandum of settlement vide Ext. 30/1. It is evident that the delinquent workman was found guilty of gross misconduct, in that view of the matter the Disciplinary Authority might have

awarded the punishment under clause 6 (a) regarding dismissal without notice or under 6 (b) or might have passed order as to removal from service with superannuation benefit i.e. pension and or/Provident Fund and Gratuity as would be due otherwise under the rules in regulations prevailing at the relevant time and without disqualification from future employment. I find that Disciplinary Authority has opted to award punishment under clause 6 (c) as to punishment of compulsory retirement from banks services with immediate effect with superannuation benefits i.e. pension or/P.F and gratuity as would be due otherwise under the rules or regulations prevailing at the relevant time and without disqualification from future employment. So, I find that the punishment awarded to the delinquent workman is not shockingly disproportionate to the gross misconduct which has been proved during the domestic inquiry. I also find that the disciplinary authority has taken lenient view. More so, the awarding of such punishment by the disciplinary authority vide order dated 28-02-2004 has not caused economic death of the delinquent workman so I do not find any ground for interfering in the order of punishment.

13. The case law relied upon by Shri B.K. Oza learned counsel appearing for the second party workman in the case of Glaxo Laboratories (I) Limited and Labour Court, Meerut, and others reported in 1984 (I) LLJ Page 16 and the case of Himachal Road Transport Corporation, Simla and Others V/s. Presiding Officer reported in 1981 LAB I.C. 356 H.P. High Court are not at all applicable in the instant case, for such support that handing over of the money of Rs. 600 by the village postman on behalf of the account holder of Mahijada branch to be deposited in the account holders account was occurred outside the bank premises rather in the first hour when the second party workman was sweeping bank premises the amount of Rs. 300 each on two occasions was handed over to him inside Bank premises so it cannot be said that the handing over of the amount was made elsewhere and outside the bank and that in that way nowhere workman violated any provision of article 5 of the memorandum of understanding particularly clause 5 (j) doing an act prejudicial to the interest of the bank for gross negligence or negligence involving or likely to involve the bank in serious loss. Instead the action on part of delinquent workman in misappropriating the amount entrusted to him for depositing in the account holders account at Mahijada Bank branch where he was working clearly speaks a volume that the delinquent workman had misappropriated the said amount handed over to him inside Bank's premises and used same amount for his own purpose. Thus the account holders faith in the bank had been shaken resulting in submitting a complaint regarding non deposit of the amount in the said account and the bank manager has to face such a nightmare for restoring the faith of the customers in the bank, taking steps to departmental inquiry against the second party workman who was in

sweeping job and also admitting his guilt voluntarily on two occasions in the preliminary inquiry vide Exts. 9 and 10 and on 5-1-1999 in the sitting of the inquiry admitting the charges submits separate application admitting the guilt of using the money for his own purpose and not depositing the same in the account holders account.

14. On the other hand learned counsel appearing for the first party bank Mrs. Meena ben Shah has relied upon a case laws of Akhilesh Kumar Singh and State of Jharkhand and Others (2008) (116) FLR 404 SC. The case of Damoh Panna Sagar Rural Regional Bank and others and Munna Lal Jain (2005) (1) LLN 662 SC and the case of Praveen Bhatia and Union of India and Others (2009) (121) FLR 391 SC, which go to support the case of the first party in the instant case that when the disciplinary authority has passed the punishment order having no scope for making any interference by the Labour Court/Tribunal then in that case the Labour Court or Tribunal cannot invoke jurisdiction under section 11 (A) of ID Act for making alteration in the punishment order so imposed or even to set aside the punishment order.

15. As per discussions and considerations made above I find and hold that the management of bank has conducted domestic inquiry following principle of natural justice against the second party delinquent workman. I further find and hold that the order of punishment dated 28-02-2004 is not at all harsh or shockingly disproportionate to the gravity of misconduct proved against the second party workman. Issue no. III is decided in affirmative and issue No. IV is decided in negative.

#### 16. ISSUE NOS. V & VI

In view of the findings given in the foregoing para while deciding issue No. III & IV, I further find and hold that the demand of the union bank of India staff union Ahmedabad for reinstatement of Shri M.D. Makwana ex part time sweeper w.e.f. 28-02-2004 with continuity of service and consequential benefits by the management of bank of India Zonal Office Ahmedabad is not at all proper and justified. Rather I find and hold that the punishment awarded to the second party workman vide punishment order dated 28-04-2004 is proper, valid and justified. I further find and hold that the second party workman/union is not entitled to get any relief in this case. Issue Nos. V & VI are decided against the second party workman.

#### 17. ISSUE NOS. I, II & VII

In view of the findings in the foregoing as to issue Nos. III, IV, V, VI, I further find and hold that the reference is not maintainable and the workman/union has no valid cause of action to raise the Industrial Dispute against the order of compulsory retirement of the delinquent workman vide Disciplinary Authority punishment order dated 28-02-2004. In such view of the matter the reference is dismissed on contest. However no order as to any cost.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 4 फरवरी, 2013

## AWARD PART-II

का.आ. 521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मुम्बई पोर्ट ट्रस्ट, मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 28/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2013 को प्राप्त हुआ था।

[सं. एल-31012/16/2001-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 4th February, 2013

S.O. 521.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mumbai Port Trust (Mumbai) and the workman, which was received by the Central Government on 24-1-2013.

[No. L-31012/16/2001-IR (M)]

JOHAN TOPNO, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : Shri K. B. KATAKE, Presiding Officer

Reference No. CGIT -2/28 of 2002

EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF MUMBAI PORT TRUST

The Chairman,  
Mumbai Port Trust  
Shoorji Vallabhdas Road  
Ballard Estate  
Mumbai 400 038.

AND

The Workman

Shri Vilas Janrao Ingale, Ex-Security Guard,  
Matunga Labour Camp Building No.1 (1960) R. No.4,  
Dr. Ambedkar Marg,  
Matunga, Mumbai 400 019.

## APPEARANCES :

For the Employer : Mr. M. B. Anchan, Advocate.

For the Workmen : Mr. Abhay Kulkarni &  
Mrs. Pooja Kulkarni,  
Advocates.

Mumbai, dated the 26th November, 2012

The Government of India, Ministry of Labour & Employment by its Order No. L-31012/16/2001-IR (M), dated 05-03-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Mumbai Port Trust in terminating the services of Shri Vilas Janrao Ingale, Ex-Security Guard w.e.f. 7-2-1998 by way of dismissal is legal and justified? If not, what relief he is entitled to?"

2. The second party workman was serving as Security Guard with first party w.e.f. 14-10-1982. He was suspended w.e.f. 9-10-1992 and disciplinary proceeding was initiated against him. In the departmental inquiry the Inquiry Officer held the second party guilty of misconduct for committing theft of a car which falls under Regulation 3 (1) of Bombay Port Trust Employees Conduct Regulation, 1976. The Inquiry Officer has submitted his report and after giving an opportunity of being heard, the management has dismissed the second party employee from the services. The second party workman raised industrial dispute. As matter could not be settled, thus as per the report of ALC (C), Labour Ministry sent the reference to this Tribunal. My Ld. Predecessor recorded the evidence of part-I Award.

He held that the inquiry was fair and proper. He also held that the findings of the IO are not perverse. This Part-II award is in respect of quantum of punishment and to decide following remaining issues :

Sr. No.	Issues	Findings
3.	Whether action of management of Mumbai Port Trust in terminating the services of Shri Vilas Janrao Ingale, Ex-Security Guard w.e.f. 7-2-1998 by way of dismissal is legal and justified?	Yes.
4.	What relief the workman is entitled to?	No relief.

## REASONS

Issue Nos. 3 &amp; 4 :—

3. In the case at hand the Ld. Adv. for the second party submitted that though the workman is held guilty for theft it was the first incident of misconduct. Furthermore the theft was not in the premises of the first party. Therefore according to him punishment of termination of service is shockingly disproportionate and some lesser punishment would have sufficed the purpose.



In support of his argument Ld. Adv. resorted to Bombay High Court ruling in Ramakrishna Shivram Gadekar V/s. Board of Trustees of the Port of Mumbai and anr. reported in 2009 III CLR 866 wherein the workman was involved in a case for abetment of theft. The criminal case was also pending before Magistrate. Magistrate had acquitted the workman from the charges of theft. The Industrial Tribunal held that charges are proved in the DE, however reinstated the workman without back-wages. Division Bench of Hon'ble High Court held that the Industrial Tribunal was not justified whether the trial Court honourably acquitted the workman or not and remanded the matter back for back wages. According to him the ratio laid down is squarely attracted to the case at hand.

4. The Ld. Adv. further submitted that the incident of theft had occurred outside the premises of employer. It has no concern with the business of the employer. In the circumstances employer has no power to initiate disciplinary action against the workman. According to him penal law of land would take its own course. In this respect the Ld. Adv. for the first party submitted that, in that case workman therein was involved in a case of abetment of theft. He was acquitted. Furthermore in reference Tribunal held that the dismissal of appellant was illegal and passed the award for his reinstatement but without back wages. Single Judge of Hon'ble High Court dismissed the petition of the appellant challenging the denial of back wages. The Division Bench held that the Ld. Single Judge was not justified in examining as to whether acquittal was clean or was on account of benefit of doubt. In view of the observation of the criminal court on the identification of the appellant, the Hon'ble Court held that the workman was entitled for reinstatement and back wages and remanded the matter for considering the quantum of back wages. In that case the workman was involved in a case of abetment of theft and he was acquitted in the criminal case. However in the case at hand workman herein was involved in theft of a car. Though he claims that he was acquitted, he has not filed the copy of the Judgement of the Criminal Court. On the other hand according to the first party the workman was convicted in that case. In this respect, I would like to point out that facts of the case at hand are quite different than the above referred case. Here the workman is involved in serious case of theft of a motor car. Though it is out of premises it is an offence relating to moral turpitude. It is a matter of common-sense that a thief cannot be appointed or allowed to be served as a Security Guard. Abetment of theft is quite different than committing theft. The inquiry officer here in had held the workman guilty and in part 1st Award the Inquiry was held fair and proper and findings of the Inquiry Officer are held not perverse. Therefore ratio laid down in the above ruling would not be attracted to the set of facts of the present case.

5. The Ld Adv. for the second party on the point also resorted to the ruling of Apex Court in Glaxo Laboratories (I) Ltd. V/s. Presiding Officer, Labour Court, Meerut reported in 1984 1 LLJ 16 wherein it is categorically held that in the guise of rules and regulations the employer cannot be allowed to have more powers than the State and impose its Will/Rules and Regulations upon the employees even outside the employers premises. As against this the Ld. Adv. for the first party submitted that facts of the above referred case are altogether different than the case at hand. In that case the striking workmen alleged to have assaulted a driver who was carrying non-striking workmen. The said incident took place outside the premises and as per Standing Orders it does not come in the definition of mischief. However in the case at hand, he pointed out that the workman herein was involved in a case of theft. The workman is working as a Security Guard. His involvement in a theft case though outside the premises involves him in offence related to moral turpitude. Therefore ratio laid down in the above referred case is not attracted to the set of facts of the present case.

6. In the case at hand the workman herein is involved in an offence of theft of a car. It relates to the offence of moral turpitude. In the circumstances though the offence of theft is committed outside the premises, the seriousness of offence remains the same. A Security Guard is not expected to commit a theft and a thief cannot be appointed as a Security Guard. He was involved in an offence relating to moral turpitude. Therefore the Tribunal need not interfere in the punishment of termination awarded by the management. The workman was also expected to produce the judgment of the criminal court. However he has not produced the same. In this respect the law is well settled that, standard of proof in criminal cases is altogether different than that of in departmental inquiry. In departmental inquiry charges need not be proved beyond reasonable doubt as required in the criminal trials. Preponderance of probability suffices the purpose to hold a person guilty in Departmental Inquiry. In the circumstances even acquittal in the criminal case as discussed herein above would not extend any help to the workman. In this backdrop I hold that, the punishment of dismissal is legal and justified and cannot be said shockingly disproportionate. Accordingly I decide this issue No. 3 in the affirmative. As a result I hold that workman is not entitled to any relief. I therefore, decide this issue No. 4 in the negative and I proceed to pass the following order:

#### ORDER

Reference stands rejected with no order as to cost.

Date: 26-11-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 4 फरवरी, 2013

**का.आ. 522.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ईस्के इन्टरप्राइजस ठेकेदार मेकान लिमिटेड रांची के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2 धनबाद के पंचाट (संदर्भ संख्या 37/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2013 को प्राप्त हुआ था।

[सं. एल-29012/8/2012-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 4th February, 2013

**S.O. 522.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2012) of the Central Government Industrial Tribunal/Labour Court No.2, Dhanbad, as now shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Eskay Enterprises, Contractor of MECON Ltd. (Ranchi) and their workman, which was received by the Central Government on 24-1-2013.

[No. L-29012/8/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT DHANBAD

**PRESENT :** Shri KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

**Reference No. 37 of 2012**

**PARTIES :** Employers in relation to the management of M/s. Eskay Enterprises, Contractor of MECON Ltd. (Ranchi) Jharkhand and their workman.

#### APPEARANCES :

On behalf of the workman : None

On behalf of the management : Md. Sadique Ahmed,  
Ld. Advocate.

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 14th December, 2012

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section

10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-29012/8/2012-IR (M), dt. 4-6-2012

#### SCHEDULE

“Whether the termination of employment through contractor in MECON Ltd., w.e.f. 1-5-2011 in respect of Shri Basant Tirkey, Ex. Unskilled Mazdoor by the M/s. Eskay Enterprises, contractor is legal and justified? What relief the workman is entitled to?”

2. Neither workman Basant Tirkey, Ex.-Unskilled Mazdoor appeared nor any written statement filed on his behalf, but Md. Sadique Ahmed, the Ld. Advocate for the management appeared and submitted that the workman had filed a petition under his own signature personally, submitting for passing “No dispute Award” on the ground that he did not want to contest this Reference Case for his personal and domestic reasons and the petition was filed on 21-11-12 by him.

3. Perused the case record. It is clear that the workman himself had filed his own petition on 21-11-2012 with a prayer to pass ‘No dispute Award’, as he did not want to contest it for his personal domestic reason. The present Reference relates to the issue about the termination of his employment through contractor MECON Ltd, with effect from 1-5-2011. In view of the submission of the workman, the case is closed and accordingly an order of No industrial Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 फरवरी, 2013

**का.आ. 523.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1 धनबाद के पंचाट (संदर्भ संख्या 153/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2013 को प्राप्त हुआ था।

[सं. एल-12011/39/91-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 4th February, 2013

**S.O. 523.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 153/1991) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 24-1-2013.

[No. L-12011/39/91-IR (B-II)]

SHEESH RAM, Section Officer



**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**  
IN THE MATTER OF A REFERENCE U/S 10(1)(D)(2A)  
OF I.D. ACT, 1947.

**Ref. No. 153 of 1991**

Employers in relation to the management of Bank of  
Baroda

AND

Their workmen

**Present :** Sri Ranjan Kumar Saran, Presiding Officer

**Appearances :**

For the Employers. : None

For the workman : None

State : Jharkhand.

Industry : Coal.

Dated, 18-01-2013

**AWARD**

By order No.L-12011/39/91-IR (B-II), dt.17-12-1991, the Central Government in the Ministry of labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the action of the management of Bank of Baroda in not paying Agriculture Assistant Allowance to Sh. G. S. Pathak is justified? If not, to what relief is the workman entitled to?”

After receipt of the reference, both parties are noticed. They filed their respective written statement and counter. But inspite of notice afresh, to the parties, none appears. In the meantime 21 years have already been elapsed. It is felt, there is no dispute between the parties

Hence No Dispute award passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 4 फरवरी, 2013

**का.आ. 524.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2 धनबाद के पंचाट (संदर्भ संख्या 99/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2013 को प्राप्त हुआ था।

[सं. एल-12012/191/92-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 4th February, 2013

**S.O. 524.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/2004) of the Central Government Industrial Tribunal/Labour Court-2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 24-1-2013.

[No. L-12012/191/92-IR (B-II)]

SHEESH RAM, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, AT DHANBAD**

**PRESENT :** Shri KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act, 1947

**Reference No. 99 of 2004**

**PARTIES :** Employers in relation to the management of  
Dena Bank, Calcutta and their workman

**APPEARANCES :**

On behalf of the workman : Sri B. Prasad, Rep. of the  
workman

On behalf of the management : Sri D. K. Verma,  
Ld. Advocate.

State : Bihar/Bengal

Industry : Banking

Dated, Dhanbad, the 26th December, 2012

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-12012/191/92-IR (B-2) dated the 29th October, 1992.

**SCHEDULE**

“Whether the action of the management of Dena Bank of depriving Shri Birendra Kumar Rajak from the opportunities of permanent service in the Bank is justified? If not, to what relief is the workman entitled to?”

2. The case of the workman Birendra Kumar Rajak as sponsored by the Dena Bank Employees Congress (Bihar State) is that he is a Schedule Caste Candidate. He had joined as a Badli Sepoy in the Dena Bank, Bhagalpur Branch on 14-01-1980 on daily rated basis at

Rs. 15 for full day from 10 a. m. to 10.30 pm. He was weekly paid his wages through vouchers as per starting scale of the subordinate. He signed the Attendance Register as per the new panel. He continued to work at the Branch from 14th January, 1980 to 10th November, 1991 as a Badli Sepoy as per the appointment letters of ten issued by the Bank Management. He was employed at Rarhiya Branch, under District Deoghar (Bihar) from 11th to 12th December, 1991. He served as a Badli Sepoy for about 12 years. His working days detail as such : 56, 181, 38, 19, 53 and 71 days in the years 1980, 1987-91 respectively total 418 days.

3. Further it is alleged on behalf of the Union that on the representation for his absorption, the workman was interviewed in 1986, re-elected as a Badli Sepoy against the Schedule Caste quota, and empanelled in the subordinate list, as he had stood first in the interview. A new rural Branch at Rarhiya, Distt : Deoghar (Bihar) was opened in March, 1991. The workman being fully qualified and Senior most Badli Sepoy in the panel of Schedule Caste had represented on 21st June, 1991 for his permanent absorption. While representing, he apprehended of one Sri, Mahesh Rajak, a General Candidate from Jamshedpur being considered for permanent absorption against the vacancy earmarked for Schedule Caste, he had also informed and requested the management on 21-6-1989 for through enquiry into the pretension of aforesaid Mahesh Rajak as Schedule Caste Candidate in order to get the job of Peon permanently at Rarhiya Branch, Deoghar (Bihar). Even then the Bank Management decided to absorb Sri Mahesh Rajak at Rarhiya Branch. Then the Union for the workmen represented before the Conciliation Officer on 2-7-1991 for redressal of his grievance. In course of the Conciliation proceeding, the Bank Management by shifting its stand appointed the workman at Rarhiya Branch, from 11th November to 10th December, 1991. Despite presentation of the Union about non-regularisation of one Sri Dilip Kumar, a part time sweeper, who worked for 13 years, during which six Badlies were regularised and 41 subordinate were taken from Badli Panel of Calcutta region for full time in the year 1988 ignoring the part time employees in addition to 21 candidates during 1980 to 1989 as the instances of the discriminatory policy adopted by the Bank management in the matter in Bihar State, the failure of the conciliation proceeding resulted in the reference for an adjudication. As such the action of the Bank Management is malafide, arbitrary and malicious with an ulterior motive to illegally and unfairly deny the claim of the workman for absorption in the Bank's services, as he is entitled to permanent regularisation in it as a subordinate staff.

4. The Union for the workman in its rejoinder with specific denials has pleaded that once a reference is validity made by the appropriate Govt, the Tribunal is to adjudicate

it as an industrial dispute. There is no statutory provision to appoint a person. Only when his name is sponsored by a particular Employment Exchange nor Selection of candidate for employment only on the ground as mandatory. Such selection is violative of Art. 14 and 16 of the Constitution of India. The management has failed to state the mode of appointment/engagement of workman. The Industrial Dispute Act provides for conceptual frame work for creation of entities and determination of mutual rights and obligations in order to achieve legislative object. The Bank management can not restrict employment on the basis of jurisdiction of Employment Exchange.

5. Whereas the contra pleaded case of the Bank management into three parts A, B and C related to its preliminary objection against maintainability etc, true relevant facts and replies to the allegation of the Union respectively is that the reference is lack of ingedits of demand and refusal for the Industrial Dispute u/s 2 K of the I. D. Act., 1947 is misconceived. Any controversy within the mischief of Sec. 36 A of the I.D. Act referable, but not as I.D. As per the terms of the para 18(4) of the Bipartite, Settlement dt. 10-4-89 binding both the parties at industry level, subject to Bank's recruitment rules, preference will be given to permanent part time employees drawing scale wages in filling of full time conversion in the same cadre, other things being equal. The Bank Management has already a large number of such part time employees at the branches under the control of its Regional Office, Calcutta. The persons sponsored by the Local Employment Exchange as called for by the Branch Management are interviewed in order of merit for filling up temporary or permanent vacancies likely under the Local Employment Exchange. When the regular employees proceed on leave etc, the aforesaid empanelled are called and engaged in such purely leave vacancies, and their services automatically cease and when the regular incumbents resume their duties after their leave.

Sri B. K. Rajak was intermittently engaged for odd jobs as per clause 20.7 of the First Bipartite Settlement dt 19-10-1966. In lack of permanent subordinate, the management in administrative exigencies provided on temporary basis budlees on rotation to work as Budlee Cleaner cum Sepoy at our Rarhia Branch. Sri Rajak in the process was engaged for 30 days from 11-11-1991 to 10-12-1991. His such engagement in Bhagalpur Branch as per the Bank Record details that he accordingly worked for 46, 38, 38, 19, 46 and 41 days in the years 1980, 1987 to 1991 respectively, thus he never continuously worked for 90 or 240 days in any year.

6. Further case of the Management is that the Bipartite Settlement dt. 19-10-1966 as amended was entered into by and between the Banks including Dena Bank and their workmen u/s 52 (p) read with Sec. 18(i) of the Industrial Dispute Act, 1947 read with Rule 58 of the

Industrial Dispute Control Rules 1957. The Rarhia Branch, a newly opened branch in Bihar State comes under the jurisdiction of the local Employment Exchange at Deogarh (Bihar) whereas Sri B. K. Rajak has been sponsored by the Employment Exchange, Bhagalpur. Therefore, his name can not be considered for the vacancy in subordinate cadre in Rarhia Branch and the vacancy thereof will be filled up by converting the existing part timers from Bihar State/Region as full time subordinate as per rules. As such the claim of Sri B. K. Rajak is unsustainable as baseless. There is no question of discriminatory treatment on the part of the Bank in view of the above facts. So the workman is not entitled to any relief.

7. The management in its supplementary writter has alleged that one Sri Kamal was selected and appointed as per letter No. 208/99 dt. 17-03-1994 of the A.G.M. (Regional Office, Calcutta against one vacancy of Scheduled Tribe category in full time subordinate cadre under the special Recruitments drive 1993 as communicated by the Bank's Head Office letter No. RECTT/903 dt. 1-9-1993 and Dy. G. M. (P & C)'s letter No. 909 dt. 1-9-1993 in respect of direct recruitment either from the approved panel, if any or through employment exchange. There was no panel for Sepoy/subordinate staff within the jurisdiction of Deoghar District Employment Exchange under which Rarhiya Branch falls. The names as called for were received from Deoghar Employment Exchange, and as per the Bank & rule of recruitment aforesaid Kamal was appointed. No vacancy exists in the subordinate cadre in Bhagalpur Region or in Bihar State. Rarhiya Branch falls in the state of Jharkhand. So claimant Sri B. K. Rajak is not entitled any relief.

The workman in its reply petition has specifically stated all the statements of the management as irrelevant to it, as it relates to deprivation of his permanent absorption.

#### Finding with Reasonings

8. In the reference case, WWI Birendra Kumar Rajak, the workman himself for the Union and MWI Anup Ghosh, Branch Manager, Dena Bank, Dhanbad Branch for the management have been examined.

The statement of WWI Birendra Kumar Rajak, the workman himself is that he though worked as a peon at Dena Bank, Bhagalpur from 14-1-1980 to 2005 at the rate of wage Rs. 20 per day paid by the vouchers under the management by performing various kinds of jobs such taking out and putting the ledgers to closure of the Bank as per the direction of the manager or the Accountant, on sending his name by the Employment Exchange concerned, he was interviewed on 24-12-86 by the Management for the post of Peon, and was also issued time to time letters for the job; the Dena Bank of Bhagalpur had prepared a panel of workmen including him for regularisation, yet he

was not regularised whereas some workmen, namely, Amit Kumar at the Begusarai Branch was regularised (on unpleaded fact), so he raised the industrial dispute for permanent absorption.

But the workman has clearly admitted in his cross para that he was factually interviewed for the post of Badli Sepoy; (Ext. W.1 formal) whenever he was engaged, it was as per the letters for temporary period as evident from his ten letters issued to him during the years 1987, 1988, 1990 and 91 (Extt. W.2 to 11 fromal proof waived) against a purely temporary vacancy of "Leave". Admitting his written statement para 8 as correct related to off and on his working for 56, 181, 38, 19, 53, 71 days in the year 1980, 1987 to 1991 respectively but for 1981 to 1986 — not available the workman has obviously admitted to have not continuously served the management from 1980 to 2005, rather he served intermittently or occasionally whenever required.

9. Whereas MWI Anup Ghosh, the Branch Manager, Dena Bank, Dhanbad Branch on the basis of the file of the workman has stated that he was temporarily engaged as Badli Sepoy by the Branch Manager concerned ; Badli Sepoy is sometimes regularised by the it or in case of vacancy for the Sub Staff. The witness though could not assert the member of the working days of the workman, year surely did that he never worked for 240 days in year continous. Admittedly the workman was an empanelled one for Badli Subordinate as per the letter dt. 12-6-1987 (Ext. W.12) as already marked as Ext.M.3 which bears the name of the workman Birendra Kumar Rajak under Sl. No. 1 (of Panel of Scheduled Caste Candidates. The panel refers to the names of the candidates selected as Badled Subordinates who may be appointed from time to time on leave vacancies, as well as the proforma enclosed herewith may be utilised in respect of their temporary appointment. According to the management witness (MW.I) the Panel is prepared after calling for the names of candidates (from the Employment Exchanges concerned) and holding their interview. The extracts of Bipartite Settlement dt. 10-4-89 dt. 19-10-66, waiting panel List of candidates for appointments at Bhagalpur Branch (Centre), the guidelines for recruitment of Subordinate cadre and preparation of Waiting panel Lists, and guidelines for absorption of Part-time. Subordinate as Full time subordinates produced on behalf of the management have been marked as Ext.M.1 to M.5 (on formal proof waived) respectively.

10. In view of the aforesaid discussed facts of both the parties and hearing the arguments Mr. B. Prasad, the Union Representative for the workman and Mr. D. K. Verma, the Ld. Adv. for the management, I find the following facts :

(i) Workman Birender Kumar Rajak was admittedly not a regular employee of the Bank rather he was purely temporarily engaged as Badli Sepoy at Bhagalpur Branch of the Bank against the leave vacancies intermittently in the year 1987, 1990, 1991. Thus he has never completed 240 days working in any of the years;

(ii) The workman could not be able to substantiate his case of deprivation of his opportunity by the Management for the permanent service in the Bank concerned because his unpleaded evidence about the regularisation of one Amit Kumar at Begusarai Branch of the Management is not admissible.

Under these circumstances it can be formally held that no question whatsoever arises as to the action of the management of Dena Bank of depriving Shri Birender Kumar Rajak from the opportunities of permanent service in the Bank justified. Hence the workman is not entitled to any relief. However, in view of his intermittent service as Badli Subordinate and being a Scheduled Caste candidate, the Management of the Bank would consider his case for his regularisation against any vacancy under it subject to the rules of the Bank.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 फरवरी, 2013

का.आ. 525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/82/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2013 को प्राप्त हुआ था।

[सं. एल-12012/143/93-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 4th February, 2013

S.O. 525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/82/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 24-01-2013.

[No. L-12012/143/93-IR (B-II)]

SHEESH RAM, Section Officer

## ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/82/2003

Date: 11-01-2013

Party No. 1

The Divisional Manager,  
UCO Bank,  
108, Sushil Bhawan,  
Balraj Marg,  
Dhantoli,  
Nagpur - 440 012.

Versus

Party No. 2

UCO Bank Employees Association  
Plot No. 48, "Kanchan Prabha" 48,  
Tatya Tope Nagar,  
Nagpur - 440016.

## AWARD

(Dated: 11th January, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of UCO Bank and their workman, Shri V.R. Wanjari, to Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur for adjudication, as per letter No.L-12012/143/93-IR (B-II) dated 15-02-1994, with the following schedule:—

"Whether the action of the management of UCO Bank, Nagpur in terminating the services of Shri V. R. Wanjari, Peon with effect from 30-10-1990 is justified? If not, what relief is the workman entitled to?"

Subsequently, the case was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri V. R. Wanjari, ("the workman" in short), filed the statement of claim through the union, "UCO Bank Employees Association", ("the union" in short) and the management of UCO Bank, ("Party No. 1" in short) filed its written statement.

The case of the workman as presented by the union in the statement of claim is that it (union) is a registered

union and the service conditions of the employees of party no. 1 are governed by the provisions of Bipartite Settlement and the circulars issued by the Head Office of party no. 1 to regulate the provisions of service conditions, which could not be covered in the Bipartite settlement and vide circular no. CHO/PAS/4/90 dated 31st March, 1990, Head office of party no. 1 made it clear that the persons who were engaged on daily wages basis in the bank branches would be absorbed in permanent employment of the Bank, depending upon the workload of the Branch and the workman was initially appointed on 12-10-1986 at Sirsi Branch @ Rs. 7 per day, which gradually came to be increased to Rs.10 per day and then to Rs.12 per day and the workman was not being paid wages for Sundays and holidays and he was put to hard labour beyond the working hours and he continued to work till 30th October, 1990, on which date, he was removed from employment by the Manager of the said branch, without assigning any reason and in place of the workman, another daily wagger came to be appointed in the said branch and there was no need for the Branch Manager to remove the workman from the job, particularly when there was no peon in that branch and thus justifiedly, there was need of a peon and the work and conduct of the workman was satisfactory and he was instrumental in bringing handsome deposits to the Branch.

The further case of the workman as presented by the union is that the workman approached it (union) and a conciliation proceedings was filed before the Assistant Labour Commissioner (Central), Nagpur ("the ALC" in short) and during the conciliation, party no. 1 took the plea that since on the date of his first engagement, the workman was a minor, he was not entitled for absorption in permanent employment and the alleged settlement between it and the party no.1 was arrived at in 1989 and that settlement could not be given a retrospective effect as in 1989, the workman had already attained majority and the workman infact had completed his 18 years of age in 1986 it self, but subsequent to his appointment and thus, in 1990, when he was illegally terminated, he was 22 years of age and he was entitled to be absorbed in the employment of party no. 1 and the impugned termination is prima facie bad and illegal and there was no reason to terminate his services and therefore, the order of termination is liable to be set aside.

It is also pleaded by the union that the termination of the workman was made without any departmental enquiry and the workman had been serving the party no. 1 continuously for four years and he had assumed the status of a permanent employee, hence, he could not have been thrown out of the employment, without due process of law.

Prayer has been made to quash and set aside the

order of termination and for reinstatement of the workman in service with continuity, back wages and all other consequential benefits.

3. The party no. 1 in their written statement have pleaded inter-alia that in circular dated 31-03-1990, it was provided that persons working on daily wages basis in the branch would be absorbed in their permanent service and there was bipartite settlement on 12-10-1989, by which, norms were fixed including the eligibility of the persons who would be absorbed in the service and the mode and manners of absorption and the workman did not fulfill the eligibility as provided in the settlement and the workman was working in Sirsi branch as a casual worker and he was not required for the whole day and he was not in their employment and he was not their employee, so there was no question of his termination and he was not a workman and on the basis of settlement dated 19-10-1989, circular dated 31-03-1990 was issued and the settlement is binding on them and their employees including the workman and as the workman was not their employee, there was no question of his illegal termination and the workman is not entitled to any relief.

4. In the rejoinder, it is pleaded by the union that the party no. 1 has submitted a vague reply, only to reduce the gravity of the complaint.

5. Besides placing reliance on documents, both the parties have led oral evidence in support of their respective claims. The union has examined the workman as a witness, where as, one Kawadu S. Dekate has been examined as a witness by the party no.1.

The workman in his examination-in-chief, which is on affidavit has stated that he was appointed on 12-10-1986 on daily wages basis by the party no. 1 and worked at Sirsi Branch till 30-10-1990 as a peon and the Manager also issued a certificate to that effect on 09-01-1988. The workman has further stated that he was not a minor at the time of his initial appointment, since his date of birth is 12-10-1968 and his first appointment was on 12-10-1986 and on the date of his appointment, he had just completed 18 years of age. In his cross-examination, the workman has denied that he started working with the Bank on 24-04-1986.

6. The examination-in-chief of the witness examined on behalf of the party no. 1 is on affidavit and he has reiterated the facts mentioned in the written statement. However, in his cross-examination, this witness has admitted that the affidavit filed by him was prepared by the zonal office of the Bank and he does not know the contents of the affidavit and he is working as a cashier at Sirsi Branch and the workman was working at Sirsi branch and he was engaged on daily wages basis on 12-10-1986 and he was terminated from service on 30-10-1990 and he was making payment of wages to the workman on vouchers.

7. At the time of argument, it was submitted by the learned advocate for the workman that it is clear from the evidence on record including the admission of the witness examined on behalf of the party no. 1 that the workman was appointed on 12-10-1986 by the party no. 1 and he worked as a peon in Sirsi continuously till 30-10-1990 i.e. for a period of more than four years and on 30-10-1990, the services of the workman were terminated by party no. 1, without any reason and as per the circular dated 31-03-1990, issued by the party no. 1, which was based on the settlement dated 12-10-1989, the workman was entitled for absorption on permanent basis, but the party no. 1 instead of absorbing the workman on permanent basis, terminated his services and the workman was already 18 years of age on the date of his initial appointment i.e. 12-10-1986, his date of birth being 12-10-1968 and such fact has been amply proved by the evidence on record including the admission of the witness for the party no.1 and as such, the termination of the services of the workman is illegal and unjust and therefore, the workman is entitled for reinstatement in service with continuity and full back wages and for his absorption on permanent basis.

The learned advocate for the workman also alternatively submitted that as the workman had completed more than 240, days of work in each year including the preceding 12 calendar months of the date of termination and the party No.1 did not comply with the mandatory provisions of Section 25- F of the Act, before termination of the services of the workman, such termination is illegal and the termination of the workman amounts to retrenchment and on that ground also, the workman is entitled for reinstatement in service with continuity and full back wages and absorption in permanent basis.

8. Per contra, it was submitted by the learned advocate for the party no. 1 that the claim of the workman as presented by the union is on the basis of the circular dated 31-03-1990 and the said circular was issued by party no. 1 on the basis of the terms of settlement dated 12-10-1989, entered between the bank and the unions, for empanelment and absorption of persons engaged on daily wages basis and in view of the terms of the said settlement, the workman applied to the bank for his empanelment and absorption on 30-11-1989 and in his application dated 30-11-1989, which is on record, the workman had mentioned his initial date of engagement as daily wagger as 24.04.1986 and after verifying the contents of the application submitted by the workman, the party no. 1 found that he was not eligible for empanelment and absorption in terms of the settlement dated 12.10.1989, as he was a minor on the date of his first engagement in the bank i.e. on 24-04-1986, his date of birth being 12-10-1968 and accordingly, the workman was informed about the same and the claim of the workman that his initial date of engagement was on 12-10-1986 does not hold any water. and moreover, the engagement of the workman by the

Bank Manager of the branch was not in accordance with the law and the procedure of appointment and as such, he is not entitled for any relief, in view of the principles settled by the Hon'ble Apex Court in the decision reported in AIR-2006 SC-1806 (Secretary, State of Karnatak Vs. Umadevi)

It was further submitted by the learned advocate for the party no. 1 that the workman in addition to his claim based on the circular dated 31-03-1990, has tried to make out a case of illegal termination on account of non-compliance of the provisions of Section 25-F of the Act, but in the entire statement of claim, there is no reference by the workman in regard to the same and no evidence has also been brought on record by the workman that he had worked for 240 days in the preceding 12 calendar months of the date of his alleged termination and therefore, there is no question of consideration of such plea taken by the workman and the workman is not entitled to any relief.

9. At the outset, I think it necessary to deal with the alternative argument advanced by the learned advocate for the workman in regard to the non-compliance of the provisions of Section 25- F of the Act, before termination of the services of the workman. In this regard, it is to be mentioned here that the learned advocate for the management has rightly pointed out that there is neither any pleading in the statement of claim nor any evidence on record to show that the workman had worked for 240 days in the preceding 12 calendar months of the date of alleged termination and in absence of such pleadings and evidence, such a plea cannot be entertained. In absence of any pleading and evidence in respect of the non-compliance of the provisions of Section 25-F of the Act, the submissions made by the learned advocate for the workman in that respect, cannot be entertained.

10. The main claim of the workman is based on the circular dated 31-03-1990 issued by the party no. 1. The party no. 1 has not disputed the issuance of the circular dated 31-03-1990. On perusal of the circular dated 31-03-1990, which is on record, it is found that the same was issued for the empanelment and absorption of persons engaged on daily wage basis in terms of settlement dated 12-10-1989. It is also found from the materials on record that there is no dispute between the parties about the settlement dated 12-10-1989. On perusal of the settlement dated 12-10-1989, it is found that one of the eligibility criteria for such empanelment and absorption of the casual workers on permanent basis was that "such casual worker should have satisfied the normal stipulation in the Bank regarding age, namely, minimum 18 years and maximum 26 years on the date of his first engagement as casual worker. (In case of persons belonging to SC/ST categories relaxation in age as applicable to such categories shall be permitted)"



In this case, the claim of the workman is that his first engagement with party no. 1 as casual worker was on 12-10-1986 and he was already 18 years of age on the first date of his engagement and as the other eligibility criteria were fulfilled, he is entitled for empanelment and absorption on permanent basis in the bank.

The party no. 1 has denied the claim of the workman. According to party no. 1, the workman did not fulfill the eligibility as provided in the settlement dated 12-10-1989. It is to be mentioned here that though the workman has mentioned in the statement of claim that he was first engaged on 12-10-1986, there is no specific denial in the written statement that the workman was not engaged on 12-10-1986 for the first time. There is also no specific pleading in the written statement that the workman was engaged for the first time on 24-04-1986 and at that he was below 18 years of age, his date of birth being 12-10-1986 and for that he was not eligible for empanelment and absorption. However, during the cross-examination of the workman, it was suggested that the workman was initially engaged on 24-04-1986, which was denied by him.

It is also necessary to mention here that when the reference was fixed for hearing of argument, the party no. 1 filed an application to take the application filed by the workman in terms of the settlement dated 19-10-1989 for absorption and the letters of the Bank in connection with the same on record and vide order dated 25-09-2012, the said application, so far taking of the aforesaid documents was rejected. It is also to be mentioned here that the party no. 1 had approached the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in writ petition No. 5964 of 2012 against the order dated 25-09-2012 and the High Court have been pleased to dismiss the writ petition. So, the submission made by the learned advocate for the party no. 1 to look into the said documents cannot be entertained and those documents cannot be considered.

11. In view of the pleadings of the parties, the first and for-most question for consideration is as to whether the workman was below 18 years of age on the date of his first engagement with party no. 1 as a casual worker. At the cost of repetition, it is to be mentioned that in the statement of claim, the workman has pleaded that the date of his initial appointment was 12-10-1986 and in the written statement, the party no. 1 though has denied the pleadings in general, there is no specific denial in that regard and there is also no specific pleading that the initial date of engagement of the workman was 24-04-1986. It is not disputed by the parties that the date of birth of the workman is 12-10-1986. The workman has not produced any document in support of his claim that his initial date of engagement with party no. 1 was 12-10-1986. However, in his evidence on affidavit, the workman has stated

that his initial date of engagement was 12-10-1986. The witness for the party no. 1 in his cross-examination has also stated that the workman was engaged on daily wages basis on 12-10-1986 and he was terminated from services on 30-10-1990.

At this juncture, it is to be mentioned that it is settled beyond doubt that admitted facts need not be proved. In the statement of claim, though in paragraph three, it has been mentioned that the workman was initially engaged on 12-10-1986 by party no. 1, in paragraph five, it is pleaded that, "the complainant union filed conciliation proceedings before that learned Assistant Labour Commissioner (C), Nagpur. The respondent took a plea that since on the date of his first engagement, the worker was a minor and hence he is not entitled to be taken into permanent employment. In this context the complaint submits that the alleged settlement between this union and the management was arrived at in 1989 and that settlement could not be given retrospective effect as in 1989 the worker had attained majority. In fact it is submitted that the workers had completed his 18 years of age in 1986 itself, but subsequent to his appointment." The above statement clearly shows that the workman was below 18 years of age on the first date of his engagement with party no. 1 and he attained 18 years of age in 1986 itself, but subsequent to his appointment. The above statement is a clear cut admission that on the date of the initial engagement of the workman with party no. 1, he was below 18 years of age. It is also clear from such pleadings that the workman has not come up with clean hands to claim the reliefs. In view of such admission, no reliance can be placed on the oral evidence of the workman and so also the witness examined on behalf party no. 1 that the initial engagement of the workman was 12-10-1986. It is also necessary to mention that as the settlement dated 12-10-1989 is a legal and valid settlement, the parties are bound by such settlement.

As it is clear from the materials on record that the workman did not fulfill the eligibility criteria in regard to his age as he was below 18 years of age on the date of his initial appointment as casual worker, he was not entitled for empanelment and absorption on permanent basis in the services of the party no.1, as per the circular dated 31-03-1990 and the party no.1 did not commit any illegality in discontinuing him from services w.e.f. 30-10-1990. Hence, it is ordered :—

#### ORDER

The action of the management of UCO Bank, Nagpur in terminating the services of Shri V. R. Wanjari, Peon with effect from 30-10-1990 is justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 5 फरवरी, 2013

**का.आ. 526 .—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 34/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2013 को प्राप्त हुआ था।

[सं. एल-12011/55/2002-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 5th February, 2013

**S.O. 526.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.34/2011) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank, and their workman, which was received by the Central Government on 24-1-2013.

[No. L-12011/55/2002-IR (B-II)]

SHEESH RAM, Section Officer

#### ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

**I. D. No. 34/2011**

The Dy. General Secy.  
Canara Bank Workers Organisation,  
2426/27, Tilak Gali,  
Pahar Ganj, New Delhi - 110055

... Workman

Versus

The Dy. General Manager,  
Canara Bank, Staff Section (W),  
Circle Office, Connaught Place,  
New Delhi.

... Management

#### AWARD

Daily wagers were engaged by Canara Bank (in short the bank) in its branches here at Delhi. Their engagements were made by the bank from time to time at different intervals. In 1986 daily wagers filed a writ petition being W.P. No.281/1986 before the Apex Court, seeking their absorption in service of the bank. The bank gave an undertaking before the Apex Court to the effect that the casual workers, who had completed 240 days of employment in a year, would be retained in service and

considered for absorption as and when vacancy would arise. Accepting the undertaking, the Apex Court ordered that the daily wagers who had completed 240 days continuous service in a calendar year would be considered for regularization as and when vacancy arises. However, the Court made it clear that the action of regularization of service of those daily wagers would not cause any prejudice to rights of the workmen, who were originally in the employment of erstwhile Lakshmi Commercial Bank, which had merged with the bank. With that direction the writ petition was disposed of by the Apex Court on 8-9-1986

2. A miscellaneous petition No.9289/1987 was moved before the Apex Court and the Court passed an order on 8-5-1987 wherein order dated 8-9-1986 was clarified to the effect that the casual workmen, who had completed 240 days of employment in 12 calendar months, would have preference for absorption as and when vacancy arises. The first such daily wager would be entitled to be considered for the first vacancy when it arises. The Court clarified that the order dated 8-9-1986 meant that the workmen would be retained in panel of daily wagers and the bank will consider such casual workmen for absorption as and when vacancy arises, in accordance with the practice followed by them hereto before.

3. Another miscellaneous petition No.17984/1987, moved by the casual labours before Apex Court, was disposed of vide order dated 21-8-1987, wherein it was noticed by the Court that there was considerable dispute on the question as to whether orders dated 8-9-1986 and 8-5-1987 have been implemented by the bank. The Court was of the opinion that it was not possible to resolve that question in the proceedings pending before it. The Court advised the casual workers to apply to the Labour Commissioner, Delhi, for a decision on the question, who will take evidence in the matter and arrive at a decision in that regard within a period of 3 months. In pursuance of the directions, so given by the Apex Court, the parties approached the Labour Commissioner, Delhi, who heard them at length. After taking into consideration all facts present before him, the Labour Commissioner disposed of the matter vide order dated 7-2-1989, wherein he called upon the bank to make a realistic assessment of the workload in respect of its establishment of branches, extension and collection counters etc. in the Union Territory of Delhi and regular posts which would arise therein. He commanded that a time bound exercise of this nature would be done by the bank so that it may be able to specify numbers of regular subordinate staff required in its establishments in the Union Territory of Delhi. The bank was to absorb the workmen in terms of the undertaking furnished by it to the Supreme Court and in the light of the orders dated 8-9-1986 and 8-5-1987 passed by the Court. The Labour Commissioner commanded that this exercise should be done within 4 months from the date of his order.



4. The bank conducted an exercise to ascertain existing strength of sub staff in its branches, extension counters and offices here in the Union Territory of Delhi, besides its requirement. The bank wrote to the Labour Commissioner that as on 29-6-1989 requirement for number of sub staff, as per latest assessment, was 457 against existing strength of 479 and thus there were 22 persons surplus. The bank clarified that every endeavour would be made to confer permanent status on casual workers as soon as vacancy position improves. In view of that factual positions, laid before the Labour Commissioner, Delhi, the bank could not take immediate steps for conferment of permanent status on the casual workers. Aggrieved by that position, the casual workers approached Canara Bank Workers Organization (herein after referred to as the union). The union raised a dispute before the Conciliation Officer. Since the bank projected that steps for conferment of permanent status would be taken as and when vacancy

would arise, it resulted in failure of conciliation proceedings. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-12011/55/2002-IR(B-II), New Delhi dated 31-1-2003/10-2-2003 with following terms.

“Whether the action of management of Canara Bank in not absorbing Shri Ramesh Kumar and 20 others (list annexed) as per order dated 7-3-1989 of the Labour Commissioner, Delhi pursuant to the order dated 8-9-1986 and 6-5-1987 of the Hon'ble Apex Court in Writ petition No.281/1986 is justified? If not, what relief are these workmen entitled and from which date?”

5. Claim statement was filed by the union pleading therein that the claimants were appointed by the bank in sub staff cadre as temporary employees on the dates and in the branches at Delhi as per information detailed below:—

Sl. No.	Name	Staff No.	Date of initial appointment	Branch of initial appointment	Date of confirmation	Present branch/ office
1.	Ramesh Kumar Dogra	65445	May, 1984	Shaktinagar	14-09-1995	IC & IF Section, DCO.
2.	Vijay Singh Chauhan	66167	31st May, 1985	Kamla Nagar	30-03-1996	Legal Section, DCO
3.	Surya Chandra	66172	21st May, 1985	Gole Market	30-03-1996	Special Review Section, DCO
4.	Jai Singh	66166	10th May, 1985	SS(O), DCO	30-03-1996	Staff Section (O) DCO
5.	Om Prakash	62546	02nd Feb. 1984	S.D. Area	14-07-1993	Ganesh Nagar, Delhi
6.	Ram Avilash	61821	18th Feb., 1984	Kamla Nagar	28-02-1992	Parliament Street
7.	Karan Singh	65482	06th June, 1984	Okhla Main	14-09-1995	Munirka, Delhi
8.	Subhash Chandra	65481	06th June, 1984	Okhla Main	14-09-1995	Munirka, Delhi
9.	Suman Kumar	66171	10th May, 1985	Shakti Nagar	30-03-1996	Munirka, Delhi
10.	Johan Dass	65443	07th Feb., 1984	SS(W), DCO	14-09-1995	Gole Market, Delhi
11.	Harish Chandra	65479	March, 1985	Parliament Street	14-09-1995	Overseas Main Branch Delhi
12.	Ramesh Poojari	60022	02nd Nov., 1982	DDU Marg, C.Chest	19-09-1990	Jit Singh Marg, Delhi
13.	Rajendra Kumar	61517	09th June, 1983	Fountain	09-06-1992	Lajpat Nagar Delhi
14.	Kamal Singh	65448	10th June, 1984	Parliament Street	14-09-1995	Diplomatic Enclave Delhi
15.	Dharam Pal	65447	04th June 1984	East of Kailash	14-09-1995	Diplomatic Enclave Delhi
16.	Bhagwan Singh	65624	3rd March, 1984	Kashmere Gate	13-07-1993	Quazi Hauz, Delhi
17.	Rameshwar Dutt	59911	17th Dec., 1982	Wazirpur	18-07-1990	Quazi Hauz, Delhi
18.	Shiv Kumar Sharma	62622	15 March 1984	Wazirpur	07-07-1993	Pitampura, Delhi
19.	Mohan Chandra	65450	May, 1984	Janpath	14-09-1995	Janpath, Delhi
20.	Surbir Singh Negi	60020	Dec., 1982	Quazi Hauz	09-06-1992	Wazirpur, Delhi
21.	Dalip Singh	65449	May, 1984	Janpath	14-09-1995	C.S.S., DCO.

6. The union pleads that the claimants were selected after interview and formalities, as required for selection against permanent vacancy. The claimants requested the bank to absorb them in permanent cadre which request was not conceded to. They were constrained to file writ petition before the Apex Court, being W.P. No.281/1986, which was disposed of vide orders dated 8-9-1986, 8-5-1987 and 21-8-1987. The union projects that in order dated 8-9-1986 the Apex Court commanded the bank that the workmen who had completed 240 days of employment in a year will be retained in service and will also be considered for absorption as and when vacancy arises. However the Court clarified that the order will not prejudice rights of those workmen who were originally in the employment of Lakshmi Commercial Bank and are entitled to benefit of being absorbed in the bank. In order dated 8-5-1987, the Court clarified that the casual workmen who had completed 240 days of employment in a calendar year would have preference for absorption as and when vacancy arises. The first such daily wager will be entitled to be considered for the first vacancy which arises. It was however clarified therein that by the term "workmen being retained in service" the Court meant that they would be retained in the panel of daily wagers.

7. The union asserts that the claimants requested the bank to regularize their services, since they were working continuously for years together. Despite their request the bank did not implement the orders passed by the Apex Court. The matter was again raised before the Apex Court and vide its order dated 21-8-1987 the Court advised the parties to approach the Labour Commissioner, Delhi, for disposal of the matter. In view of the order, the matter was raised before the Labour Commissioner, Delhi. He considered the records, documents and submissions made by the parties before him and passed an order on 9-3-1984 detailing therein that the bank, after making realistic assessment of regular posts in Union Territory of Delhi, would absorb the workmen on permanent basis within 4 months of the order. The union asserts that the claimants were entitled to get absorption in regular service latest by 4 months from the date of the order. According to the union date of their absorption can be stipulated as 6 July, 1989. It has been detailed by the union that finally the claimants have been made permanent. However, Shri Vijay Singh Chauhan, Shri Surya Chandra, Shri Jai Singh and Shri Surya Kumar were absorbed in March, 1996, after seven years of the order passed by the Labour Commissioner, Delhi.

8. As per paragraph 508 of Shastri Award and paragraph 23.15 of Desai Award there are four categories of employees viz. (1) Permanent Employees (2) Probationers (3) Temporary Employees, and (4) Part Time Employees. Clause 20.7 of first bipartite settlement defines the term "temporary employee". Wages and leave rules are equally applicable to temporary and permanent employees. The bank kept the claimants on first stage of scale wages for 8

to 11 years, till their absorption in service. After their absorption in service, no benefit of earlier temporary service was accorded to them. The action of the bank, in not regularizing their services up to 6th July, 1989 and not extending benefit of continuous temporary service prior to their absorption, is illegal and justified. The claimants are entitled to be treated as permanent employees with effect from 6-7-1989 with all usual benefits. The union claims that the bank should be directed to treat the claimants, referred above, as permanent employees with effect from July, 1989 with consequential benefits such as annual increments, leave and seniority etc. The bank be directed further to confer weightage of continuous temporary service, rendered before the date of their absorption in the service, by granting scale of pay with increments and releasing arrears thereto.

9. The bank demurs the claim pleading that it was constrained to engage daily wagers due to exigencies of work, arising out of unpredictable leave by the sub staff, for smooth functioning of its branches. Moving of a writ petition before the Apex Court in 1986 and its disposal vide order dated 8-9-1986 has not been disputed. Clarification of that order by the Apex Court vide order dated 8-5-1987 has not been disputed by the bank. There is also no dispute concerning order dated 21-8-1987, on the strength of which Labour Commissioner, Delhi, was called upon to decide the issue, relating to implementation of orders dated 8-9-86 and 8-5-87, raised by the claimants. The bank concedes that on consideration of detailed information and data relating to surplus sub staff, the Labour Commissioner, Delhi, passed an order dated 7-3-1989 wherein bank was called upon to make more realistic assessment of workload in respect of its establishment such as branches, extension and collection counters etc. in Union Territory of Delhi, which assessment was to be made within a period of 4 months. The bank projects that the Labour Commissioner, Delhi, called upon it to make an assessment of workload and vacancy position in a period of 4 months. It has been claimed that the Labour Commissioner had not commanded the bank to make absorption of claimants within a period of 4 months.

10. The bank declares that in view of the order dated 7-3-1989 survey was conducted and position of existing strength of sub staff, as in June, 1989, was 479 persons against requirement of 457 employees. Thus, in June, 1989 there were 22 sub staff surplus. This factual position was brought on record and a report filed before the Labour Commissioner, Delhi. The bank made it clear before the Labour Commissioner that the daily wagers, in respect of whom orders were passed by the Apex Court, would be absorbed as sub staff as and when vacancy would arise from time to time.

11. The bank presents that all 21 workmen have been absorbed. The issue of their non-absorption no longer

survives. The Apex Court had prescribed no time bound absorption of the daily wagers in service. It does not lie in the mouth of the union to claim that the Labour Commissioner, Delhi, acting in pursuance of the directions of the Apex Court, could impose any time limit for implementation of orders of the Court. Since the claimants have accepted their absorption, as per directions and conditions stated in the absorption orders, the demand made relating to benefit of the service, rendered as casual employees, is uncalled for. The claimants worked as daily wagers at intermittent periods against leave vacancies. They were never engaged as permanent employees, after completion of formalities. No dispute was in existence when the union approached the Conciliation Officer, since the claimants were absorbed in service of the bank even prior to that date. The bank claims that the claim put forward may be discarded and an award may be passed in its favour.

12. In rejoinder facts pleaded in the claim statement are reiterated.

13. Vide order No.Z-22019/6/2007-IR(C-II) New Delhi dated 11-02-2008, case was transferred to Central Government Industrial Tribunal No.II, New Delhi for adjudication, by the appropriate Government. It was retransferred to this Tribunal for adjudication by the appropriate Government, vide order No.Z-22019/6/2007-IR(C-II), New Delhi, dated 30-03-2011.

14. Vide order dated 26-9-2006, the bank was proceeded ex-parte.

15. On 20-8-2007 Shri Ashwani Rana and Shri Ramesh Kumar were examined on behalf of the union. The union closed its evidence on that very day.

16. On 19-7-2009 the bank joined the proceedings. Vide order dated 7-1-2010 the Tribunal commanded that Shri Ramesh Kumar and Ashwani Rana would enter the witness box to face rigors of cross examination. However, the union opted not to produce Shri Ramesh Kumar and Shri Ashwani Rana to undergo ordeal of cross examination. The bank also opted not to examine any witness in its defense, since the case was hinging on orders passed by the Apex Court as well as order dated 7-3-1989, passed by the Labour Commissioner, Delhi.

17. Arguments were heard at the bar. Shri Om Parkash Sharma, authorized representative, advanced arguments on behalf of the union. Miss Neha Bhatnagar, authorized representative, presented facts on behalf of the bank. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are follows:

18. As emerged over the record, the Apex Court disposed of writ petition No.281/86 vide its order dated 8-9-1986. In the order under reference, the Court

commanded that the casual workers shall be considered for absorption in service of the bank as and when vacancy arises. For sake of convenience, the order is extracted below:

“Shri K.N.Bhatt gave an undertaking on behalf of Canara Bank that the petitioners who are casual workmen in the employment of Canara Bank and who have completed over 240 days of employment in a year will be retained in service and will also be considered for absorption as and when vacancy arises. This order will not prejudice the right of those workmen who were originally in the employment of the erstwhile Lakshmi commercial bank and have now been absorbed in Canara Bank. The writ petition is disposed of accordingly.”

19. The phrase “casual workmen ... , who have completed over 240 days of employment in a year will be retained in service”, used by the Apex Court in order dated 8-9-1986 created an ambiguity in the mind of the parties. A miscellaneous petition No.9289/1987 was moved to seek clarification of above order. While disposing of the said petition, the Court clarified that above phrase used in the order meant that the claimants would be retained in the panel of daily wagers. For sake of convenience, the order passed by the Apex Court is detailed thus:—

“We are called upon to clarify or elaborate order dated September 8, 1986 of this court. It appears plain that the court intended that casual workmen described as daily wagers employed in Canara Bank who had completed 240 days of employment in 12 calendar months would have preference for absorption as and when vacancy arises. The first such daily wager will be entitled to be considered for the first vacancy which arises. We may make it clear that by the order dated September 8, 1986 where reference was made to the workmen being retained in service, what was intended was that they would be retained in the panel of daily wagers. The Canara Bank will consider such casual workmen for daily wagers for absorption as and when vacancy arises in accordance with the practice followed by them hitherto for.”

20. As the order commands, the claimants were to be retained in panel of daily wagers and given preference for absorption in service as and when vacancy arises. The bank was saddled with a responsibility to consider the first daily wager for absorption against the first vacancy when it was to arise. The bank waited for the vacancy to arise, which made the claimants impatient and they again moved a miscellaneous petition No.17984/1987 before Apex Court. While disposing of that petition, the Apex Court noted that there was a considerable dispute over the question as to whether orders dated 8-9-1986 and 8-5-1987 have been implemented by the bank. The Court found it not possible

to resolve that question in the proceedings before it. It directed the Labour Commissioner, Delhi, to dispose of the dispute within a period of 3 months. The order dated 21-8-1987 passed by the Apex Court is reproduced thus:—

“There is a considerable dispute before us on the question whether orders of this Court dated 8-9-1986 and 8-5-1987 have been implemented by the respondent-Canara Bank. It is not possible to resolve that question in the present proceedings. We leave it open to the workmen concerned to apply to the Labour Commissioner, Delhi, for a decision on the question. It will be open to the Labour Commissioner, Delhi, to take evidence in the matter for the purpose of arriving at a decision. We trust it will be possible for the Labour Commissioner to dispose of the entire proceedings within 3 months from the date of application made by the workmen. With these directions the miscellaneous petition is disposed off.”

21. Pursuant to the directions referred above, the Labour Commissioner, Delhi, heard the parties. He considered the facts and documents placed before him by the parties. On consideration of facts, he passed an order on 7-3-1989, concluding portion of which order is reproduced thus:—

“In the light of the above discussion it is clear that the bank is called upon to make realistic assessment of the workload in respect of its establishments such as branches, extension and collection counters etc. in the Union Territory of Delhi and the regular posts which would arise there to. A time bound exercise of this nature is required so that bank should be able to specify the number of regular subordinate staff required in its establishment in the Union Territory of Delhi. The bank should thereafter absorb the petitioner workmen in terms of the undertaking furnished by the bank to the Supreme Court and in the light of the honorable Supreme Court order dated 8-9-1986 and 8-5-1987. This should be done within 4 months from the date of this order”.

22. Out of the orders, referred above, it stands crystallized that the Apex Court commanded the bank to retain the claimants on panel of daily wagers and consider them for absorption in service, as and when vacancy arises. The first daily wager was to be considered for the first vacancy. However, right of the workmen who were originally in the employment of erstwhile Lakshmi Commercial Bank, which merged with the bank, was not to be prejudiced by the factum of absorption of the claimants in the service of the bank. Therefore, it was apparent that workmen, who were in the service of erstwhile Lakshmi Commercial Bank, were to be absorbed first and thereafter the claimants were to be absorbed as per their seniority. Since the claimants apprehended that the bank was not taking steps for their

absorption, the Labour Commissioner, Delhi, was commanded by the Apex Court to hear the parties and decide the dispute. As is evident, no time frame for the absorption was prescribed by the Apex Court in its orders. When seized of the matter, the Labour Commissioner, Delhi, called upon the bank to make a realistic assessment of work load in its establishments such as branches, extension and collection counters in the Union Territory of Delhi and regular posts which would arise thereto. He commanded the bank to take that exercise within a period of four months. Consequently it is emerging that the time frame given by the Labour Commissioner was for making a realistic assessment of work load and not in relation to absorption of the claimants by the bank.

23. The bank took steps, in pursuance of command given by the Labour Commissioner, Delhi, and assessed that there was requirement of 457 sub staff in its branches, extension counters and offices located in Union Territory of Delhi as on June 29, 1989 against existing strength of 479 persons. The bank projected before the Labour Commissioner, Delhi, that on that day 22 sub staff were surplus. This proposition was never questioned either by the Labour Commissioner, Delhi, or by the claimants. It is apparent that the bank was duty bound to absorb those surplus staff against the vacancies which were to arise. Such an act on the part of the bank was exempted by the Apex Court, vide its order dated 8-9-1986. After absorption of surplus staff, the first vacancy was to be given to the first daily wager empanelled in pursuance of order dated 8-5-1987, second vacancy to the person whose name stood at serial No.2 in the panel and so on. While granting vacancies in that manner, the bank absorbed Shri Rameshwar Dutt on 18-7-1990, Shri Ramesh Poojari on 18-9-1990. Shri Rajinder Kumar and Shri Surveer Singh Negi were absorbed on 9-6-1992 while Shri Ram Avilash was made permanent on 28-2-1990. Thereafter Shri Om Prakash was regularized on 18-7-1993 and Shri Shiv Kumar was regularized on 7-7-1993. Shri Ramesh Kumar, Shri Karan Singh, Shri Subhash Chander, Shri Johar Dass, Shri Harish Chander, Shri Kamal Singh, Shri Dharam Pal, Shri Mohan Chandra and Shri Dalip Singh were made regular on 14-9-1995. Services of Shri Vijay Chauhan, Shri Surya Chandra, Shri Jai Singh and Shri Suman Kumar were regularized by the bank on 30-3-1996. There is no dispute on the proposition that services of the claimants have been made regular by the bank. The only question, which has been raised by the union is that the bank was under an obligation to regularize their services by 6-7-1989. Alas! no such dead line was given by the Apex Court or the Labour Commissioner, Delhi, in that regard. In his order the Labour Commissioner, Delhi, speaks of the work assessment, which was to be made by the bank within the time span of four months. Consequently it is evident that absorption of services of the claimants was in consonance with the directions given by the Apex Court.

24. The Apex Court directed the Labour Commissioner, Delhi, to resolve the issue regarding implementation of order dated 8-9-1986 and 8-5-1987. In the aforesaid orders, the bank was burdened with an obligation to regularize services of the claimants, as per their empanelment as and when vacancies were to arise. No directions were given by the Apex Court to create new vacancies for absorption of the claimants. The vacancies were to arise on superannuation or death of employees or on account of opening of new branches in ordinary course of business. The bank regularized services of the claimants as and when vacancies arose for them in ordinary course of business. No fault can be attributed to the action of the bank, in that regard.

25. Question for consideration would be as to whether the Labour Commissioner, Delhi, was competent to give time frame to the bank for absorption of services of the claimants. No such obligation was imposed by the Court on the Labour Commissioner, Delhi. He was to resolve the dispute as to whether there existed vacancies with the bank for absorption of the claimants and if 100 as and when those vacancies were to arise. The Labour Commissioner, Delhi, had not discharged his duties, in the light of directions given to him. He left it open for the bank to make an assessment of its work load and existing position of strength in sub staff cadre and then apprise him of the situation within a period of four months from the date of his order. When the bank submitted its report, after realistic assessment of work load and requirement of 457 personnel against existing strength of 479 persons, as on 26-6-89, he failed to ascertain as to whether the exercise done by the bank was in consonance with the factual situation prevailing at that time. It was his duty to ascertain as to how many workmen of Lakshmi Commercial Bank were surplus and how many persons in sub staff cadre were to retire. Without taking this exercise he was not in a position to resolve the dispute raised by the claimants, relating to their non-absorption by the bank pursuant to the directions given by the Apex Court. Had the Labour Commissioner, Delhi, been vigilant in discharge of his duties, there would have been no occasion for the union to agitate the dispute relating to delay in regularization of their services before the appropriate Government. These facts make it apparent that lapse on the part of Labour Commissioner, Delhi, lead the claimants to be wilder on their rights and to approach the union for redressal of their grievances.

26. As detailed above, services of the claimant were absorbed as and vacancies arose for them. In view of these facts and circumstances, it is apparent that the union speak beyond the scope of reference when it talked that the claimants are entitled for weightage of services rendered by them as daily wagers, besides grant of increments and other consequential benefits to them. The Apex Court never talked of weightage of services rendered by them as casual labours towards increments and other benefits. Even in

the dispute referred to the Tribunal for adjudication, the appropriate Government had not raised any question relating to weightage and other benefits of service rendered by the claimants as daily wagers. The claim in that regard is unfounded.

27. Above reasons constrain me to conclude that there was no issue available to the union to raise a dispute relating to delay in regularization of services of the claimants by the bank, when no vacancy arose for them prior to 1992. As and when vacancies arose, their services were regularized, as per seniority in panel prepared on directions of the Apex Court, given in order dated 8.5.1987. The claim put forward is devoid of merits. The same is, accordingly, brushed aside. An award is passed in favour of the bank and against the union and claimants. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 5 फरवरी, 2013

का.आ. 527 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 11/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2013 को प्राप्त हुआ था।

[सं. एल-12012/113/2005-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 5th February, 2013

S.O. 527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 24-1-2013.

[No. L-12012/113/2005-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

**PRESENT : Shri KISHORI RAM, Presiding Officer**

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act, 1947

**Reference No. 11 of 2006**

**PARTIES :** Employer in relation to the management of Indian Bank, Ranchi and their workmen.

**APPEARANCES :**

On behalf of the workman : None

On behalf of the Management : Mr. O.P. Verma,  
Ld. Advocate.

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 26th December, 2012

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-12012/113/2005-IR (B-2) dated 23-2-2006.

**SCHEDULE**

“Whether the action of the management of Indian Bank, Main Road, Ranchi in not allowing Md. Jahangir Alam, Ex-Tiny Deposit Collector to collect deposits amounts to termination? If yes, whether the termination from service is justified and to what relief he is entitled?”

2. Workman Md. Jahangir Alam, and Mr. O.P. Verma, the Ld. Advocate for the management are present. A compromise Settlement in double copies duly signed by the workman and under the signature of the authority concerned for the Chief Manager of the Bank filed and pressed by the both the parties. On interrogation as to the terms and conditions of the Compromise settlement, the workman has stated to have settled it on the payment of all the security deposits to him, and out of which, he has received fifty percent of it on its payment by the management and the rest security deposits lying with the Indian Bank concerning the workman will be released as assured by the Bank.

Perused the case record. The present reference relates to an issue about the action of the management of Indian Bank, Main Road, Ranchi, in not allowing Md. Jahangir Alam, Ex-Tiny Deposit Collector to collect deposits amounts to termination. In view of the aforesaid voluntary settlement of the issue by the both the parties as per the Compromise Settlement, the Industrial Dispute no longer exists. Hence the case is closed and accordingly an Award of Settlement based on the compromise settlement forming a part of it, is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 फरवरी, 2013

का.आ. 528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फ्रांस-के

एल एम-एन डब्ल्यू के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या CGIT-2/14 ऑफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था।

[सं. एल-11012/9/2009-आई आर (सौएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th February, 2013

**S.O. 528.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/14 of 2009) of the Central Government Industrial Tribunal 2, Mumbai, as shown in the Annexure, in the Industrial Dispute between the management of M/s. Air France-KLM-NW. and their workman, received by the Central Government on 5-2-2013.

[No. L-11012/9/2009-IR (CM-I)]

M. K. SINGH, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

**Present :** K.B. KATAKE, Presiding Officer

**REFERENCE NO.** CGIT-2/14 of 2009

**EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF AIR FRANCE-KLM NW**

(i) The General Manager (Operations)  
Air France- KLM-NW  
2 C, Chhatrapati Shivaji International Airport,  
Sahar  
Mumbai-400 099.

(ii) The General Manager  
Air France- KLM -NW  
8C, DLF Cybercity  
Gurgaon.

**AND**

**THEIR WORKMEN**

The General Secretary  
Aviation Industry Employees Guild,  
Old Airport  
Santacruz,  
Mumbai 400 029.

**APPEARANCES :**

For the Employer : Mr. Sunil Shroff, Advocate.

For the Workmen : No appearance.

Mumbai, dated the 7th December, 2012.



**AWARD**

The Government of India, Ministry of Labour and Employment by its Order No. L-11 012/09/2009-IR (CM-I), dated 20-2-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“(i) Whether the action of the management of M/s. Air France-KLM-NW in separating the services of 34 workmen (as per Annexure) w.e.f 1-1-2009 is justified and legal? (ii) To what reliefs are the workmen concerned entitled and from which date?”

Sr.	Name
(1)	(2)
1.	Farah Daruwalla
2.	Rajarshi Chandran
3.	Sabitha Naik
4.	Gerard Mendes
5.	Rupali Samant
6.	Kyron Gomes
7.	Sharleen Rosario
8.	Poonam Yadav (Deleted vide Ex-23)
9.	Erica Horner
10.	Payal Karnan
11.	Marcia Gonsalves
12.	Eugene Pereira
13.	Sanjay Patil
14.	Joseph Barbosa
15.	Rajkumar Faiswal
16.	Ashok Chhikara
17.	Om prakash Ruhil
18.	Amit Rawat
19.	Sriniwas Ramudu
20.	Sobroto Barua
21.	Jasmeet Kaur Armeda
22.	Pallavi Srivastava
23.	Vimal Jeet Singh
24.	Rameshwar D. Falswal
25.	Jeet Singh
26.	Hari Thapa

(1) (2)

27. S.B. Thapa
28. Mohan Dutt
29. Kishan Kumar
30. Rohtas Kumar
31. Balkishan
32. R.S. Rana
33. Shivcharan Kashyap
34. Rajit Pankaj

(2) After receipt of the reference, notices were sent to both the parties. In response to the notice, second party union filed statement of claim Ex-7 Union also filed application Ex-8 for interim relief praying to grant last drawn wages/ subsistence allowance to the 9 workmen listed in para 10 of the statement of claim. First party management resisted the statement of claim of the second party by filing written statement at Ex-10. They denied the submissions made by the second party in their statement of claim and prayed to dispose of the reference. Second party filed rejoinder at Ex-12. Thereafter advocate for the second party filed application Ex-23 for deleting name of Ms. Poonam Yadav from the list of workmen as she does not want to proceed with the matter. Orders were passed on Ex-23. Meanwhile first party filed joint memos at Ex-26 to 38 stating that some of the workmen have settled their claims with first party and prayed to dispose the reference. The matter was adjourned on several occasions for say of the second party on these applications/joint memos. First party again filed an application at Ex-39 praying to dispose of the reference as concerned workmen or their legal representatives are not appearing in the matter and no say is filed on their behalf. From the record it is revealed that second party union is not appearing in this reference since March 2011 except on 9-12-2011 when one of the workmen Ms. Rupali Samant was present. Thereafter they have failed to appear before this Tribunal. Furthermore most of the workmen seem to have settled their disputes with first party. In the circumstances, I think it proper to dispose of the reference for want of prosecution. Thus I pass the following order:

**ORDER**

Reference is disposed of for want of prosecution with no order as to cost.

Date: 7-12-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 5 फरवरी, 2013

का.आ. 529 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एटलांट

इनफ्रास्ट्रक्चर लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 8/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था।

[सं. एल-22012/169/2011-आई आर (सीएम-II)]

बी.एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 5th February, 2013

**S.O. 529.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of M/s. Atlanta Infrastructure Ltd. and their workmen, which was received by the Central Government on 5-2-2013.

[No. L-22012/169/2011-IR (CM-II)]

B. M. PATNAIK, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

##### Present:

SHRI J. SRIVASTAVA, Presiding Officer  
C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

##### INDUSTRIAL DISPUTE CASE No. 8/2012

Date of Passing Order - 29th October, 2012  
L-22012/169/2011 - IR (CM-II), dated 6-1-2012

##### Between:

M/s. Atlanta Infrastructure Ltd.,  
101, Shree Ambasanti Chambers, Opp. : Hotel  
Leela, Andheri Kurla Road, Andheri East,  
Mumbari - 400 059

... 1st Party-Management.

##### And

Their Workman Shri Kumar Debasish,  
At. FL-275, Basanti Colony,  
Ps. Udit Nagar, Sundargarh.s

... 2nd Party-Workman

##### Appearances:

None. ... For the 1st Party-  
Management.

None. ... For the 2nd Party-  
Workman.

#### ORDER

Case taken up today. None of the parties is present.

2. The 2nd Party-workman has to file the statement of claim today, but no statement of claim has been filed. Three notices, two by ordinary post on 22-2-2012 and 7-5-2012 and one by registered post on 27-9-2012 were sent to the 2nd Party-workman calling upon him to file the statement of claim by the date so fixed in the notice. But the 2nd Party-workman has failed to file any statement of claim. He also did not appear before the Tribunal on any date and took no steps to proceed with the case. Without any statement of claim the case cannot be further proceeded with. The reference was received in this Tribunal on 24-1-2012 and since then the case has been lingering for nothing. As such it appears to at the 2nd Party-workman is not interested in prosecuting his case. Either he has settled his dispute amicably with the Management out of court or he has no dispute to proceed with any further. Hence it will not serve any fruitful purpose to keep the case pending for long. Under these circumstances it is assumed that there remains no dispute to be adjudicated upon. Hence no dispute award is to be passed in the case. Accordingly no dispute award is passed.

3. The reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2013

**का.आ. 530 .**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 36/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था।

[सं. एल-22012/554/1995-आई आर (सी-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 5th February, 2013

**S.O. 530 .**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman. which was received by the Central Government on 5-2-2013.

[No. L-22012/554/1995-IR (C-II)]

B. M. PATNAIK, Section Officer



**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ASANSOL****PRESENT:** SRI JAYANTA KUMAR SEN, Presiding Officer**REFERENCE No. 36 OF 1996****PARTIES:** The management of Nutandanga Colly,  
M/s. ECL, Burdwan

Vs.

The Secy. CMU, Burdwan (WB)

**REPRESENTATIVES:**

For the management: None

For the union (Workman): None

**INDUSTRY:** COAL **STATE:** WEST BENGAL

Dated-15-01-13

**AWARD**

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Govt. of India through the Ministry of Labour vide its Order No. L-22012/554/95-IR (C-II) dated 21-08-96 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

“Whether the action of the management of Nutandanga Colliery under Padaveshwar Area of M/s. ECL is justified in denying the protection of wages in fixation of pay to S/Sh. Prafulla Gouda, Karu Das, Birj Jaswara No. 2 on conversion from piece rated to Time rate w.e.f 1987. If not, what relief the workmen are entitled?”

Having received the Order of Letter No. L-22012/554/95-I.R. (C-II) dated 21-8-96 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 36 of 1996 was registered and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it has been found that the workman is neither appearing nor taking any step since 2007. It seems that the workman has now no more interest to proceed with the case any further. Hence, the case is closed and accordingly an order of “No Dispute Award” is hereby passed.

**ORDER**

Let an “Award” be and the same is passed as “No Dispute” existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and need-ful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 6 फरवरी, 2013

का.आ. 531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 139/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था।

[सं. एल-12011/139/2006-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 6th February, 2013

S.O. 531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 139/2011) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 5-2-2013.

[No. L-12011/139/2006-IR (B-II)]

SHFESH RAM, Section Officer

**ANNEXURE**

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

**I.D. No. 139/2011**

The General Secretary,  
Bank of Baroda Employees' Union  
C/o Bank of Baroda, 188,  
Abu Lane, Meerut Cantt.,  
Meerut (U.P.) - 250001.

....Workman

**Versus**

The Assistant General Manager,  
Bank of Baroda, Regional Office,  
1, Sanklan Road, Bhotia Padav,  
Nainital Road, Haldwani.

...Management

### AWARD

Bank of Baroda (in short the bank) engaged Shri Manoj Kumar at its Railway Road, Saharanpur branch as daily wager in exigencies. As and when there were odd jobs with the bank, services of the claimant were obtained. He was paid for the days he was so engaged. He was not engaged after 15-10-2003. Shri Manoj Kumar raised a demand on the bank for reinstatement in service. His demand was not conceded to. Ultimately, he raised an industrial dispute before the Conciliation Officer. Since the bank contested his claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to the Central Government Industrial Tribunal No.2, New Delhi, for adjudication, vide Order No. L-12011/139/2006-IR(B-II), New Delhi dated 30-08-2007, with following terms:

“Whether Shri Manoj Kumar was employed in Bank of Baroda, Railway Road branch, Saharanpur with effect from 02-07-1998 to 15-10-2003 regularly and continuously? If so, the action of the management of Bank of Baroda in terminating/disengaging him from the service with effect from 16-10-2003 without notice pay and compensation under the provision of Industrial Disputes Act, 1947 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. Claim statement was filed by Shri Manoj Kumar pleading therein that he was employed at Railway Road, Saharanpur branch of the bank as peon with effect from 02-07-1998. He rendered continuous service for more than 240 days in every calendar year. The bank used to pay conveyance allowance to him for outdoor duties. However, he was not allowed to mark his attendance. He was called a casual employee. His wages were not paid in accordance with the scale of pay meant for peon. Despite all these odds, his services were illegally terminated on 16-10-2003. Termination of his services is illegal, since it is violative of provisions of Section 25F of the Industrial Disputes Act, 1947 (in short the Act). The bank had also violated provisions of Rule 76 and 77 of the Industrial Disputes (Central) Rules, 1957 (in short the Rules), since no seniority list was prepared. His engagement as daily wager amounts to unfair labour practice. The bank violated provisions of Shastri Award, when he was engaged as daily wager for continuous long period. He claims that he is unemployed since the date of termination of his services. He seeks his reinstatement in service with continuity and full back wages.

3. Demurral was made by the bank that it is State within the ambit of Article 12 of Constitution of India. As such, it is under an obligation to comply with statutory rules and regulations in the matter of appointment of

employees. Any appointment dehors the statutory rules is illegal ab initio and does not confer any right on the person. It has been projected that the claimant was engaged by the bank on adhoc basis for odd jobs as daily wager in case of exigencies. It is disputed that he was engaged as a peon with effect from 02-07-1998. The bank further disputes that he worked in that capacity continuously. He was engaged at intervals. When there was no job, which warranted his engagement, his services were not taken thereafter. It has been projected that the claimant had not rendered any continuous service hence the bank was not under any obligation to follow provisions of Section 25-F, 25-G and 25-H of the Act, besides rules 76 and 77 of the Rules. His claim is liable to be dismissed, being misconceived, pleads the bank.

4. Vide order No. Z-22019/6/2007-IR(C-II), New Delhi dated 30-03-2011, case was transferred to this Tribunal for adjudication by the appropriate Government.

5. Claimant entered the witness box to substantiate his claim. Shri Anup Kumar Chauhan was also examined by him. Shri Surender Kumar Ahuja unfolded facts on behalf of the bank. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri B.K. Prasad, authorized representative, advanced arguments on behalf of the claimant. Shri R. R. Kumar, authorised representative, presented facts on behalf of the bank. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

7. In affidavit Ex. WW1/A, tendered as evidence, claimant swears that he was employed as peon by the bank on 02-07-1998 as daily wager. He rendered continuous service of 240 days in each calendar year. His services were terminated by the bank on 16-10-2003 without assigning any reason. No notice was served on him by the bank in that regard. Alongwith his affidavit, he had relied on documents Ex. WW1/1 to Ex. WW1/17 to establish that he rendered continuous service with the bank.

8. Shri Anup Chauhan deposed that the claimant was working as a casual employee in Railway Road, Saharanpur branch of the bank. He started working there in that capacity in July 1998. His services were dispensed with on 16-10-2003. He unfolds that he was organizing secretary of the union, of which the claimant was not a member. He concedes that he was never posted in Personnel Department of the bank. He also concedes that he had no right to intervene in decision of the bank relating as to whom and for what period it may engage as casual employee.

9. In his affidavit Ex. MW1/A, tendered as evidence,

Shri Surender Kumar Ahuja swears that the claimant was engaged from time to time as daily wager. His engagement used to be discontinued on the same day, after paying him wages prescribed under the law. He was never engaged continuously for a period of 240 days in any calendar year. Claimant had full knowledge that he was engaged only in case of pressing necessity, as and when permanent staff happened to be on leave. During course of his cross examination, he presents that records relating to his casual employment upto 31-12-2001 stood weeded out. For the months of February '02, April '02, August '02, October '02 and February '03, claimant was not at all engaged by the bank.

10. When facts unfolded by the claimant, Shri Chauhan and Shri Ahuja are appreciated, it came to light that except self serving words, no other evidence has been brought over the record to substantiate that the claimant rendered continuous service with the bank. Question for consideration would be as to whether facts unfolded by the claimant and Shri Chauhan would enable the claimant to establish his continuous service with the bank? Therefore it would be expedient to know as to what the term "continuous service" means. "Continuous Service" has been defined by Section 25-B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab.I.C.1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman actually worked for not less than 240 days during the period of 12 calendar months immediately preceding the retrenchment.

11. In *Ramkrishna Ramnath* [1970(2) LLJ 306], the Apex Court announced that when a workman renders continuous service of not

less than 240 days in 12 calendar months, he is deemed to have completed one years' service in the industry. It would be expedient to reproduce observations made by the Apex Court in that regard, which are extracted thus :

"Under Section 25-B a workman who during the period of 12 calendar months has actually worked in an industry for not less than 240 days is to be deemed to have completed one year's service in the industry. Consequently an enquiry has to be made to find out whether the workman had actually worked for not less than, 240 days during period of 12 calendar months immediately preceding the retrenchment. These provisions of law do not show that a workman after satisfying the test under Section 25B has further to show that he has worked during all the period he has been in the service of the employer for 240 days in the year".

12. When the workman concerned fails to establish that he worked for atleast 240 days in the year, he cannot claim protection against termination of his services in order to seek regularization of his services on monthly salary with benefits like pension, gratuity etc. Interruption of service occurred during the course of job has to be included in uninterrupted services. Fiction under section 25-B of the Act will operate if workmen has actually worked for 240 days in a calendar year. The explanation appended to section 25-B of the Act specifically includes the days on which workman was laid off under an agreement or he has been on leave with full wages, or he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment and in the case of a female, maternity leave, under the expression 'actually worked' used under sub-section 2 of section 25-B of the Act.

13. Whether the words 'actually worked' would not include holidays, Sundays and Saturdays for which full wages are paid? The Apex Court was confronted with such a proposition in *American Express Banking Corporation* [1985 (2) LLJ 539]. It was ruled therein that the expression 'actually worked under the employer' cannot mean those days only when the workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc. Court ruled that Sundays and other holidays, would be comprehended in the words 'actual work' and its countenanced the contention of the employer that only days which are mentioned in the explanation should be taken into account for the purpose of calculating the number of days on which the workmen had actually worked though he had not so worked and no other days. The court observed that the explanation is only clarificatory, as all explanations are, and cannot be used to limit the expanse of the main provision. Precedent in *Lalappa Lingappa* [1981 (1) LJ 308] was distinguished by the Apex Court in the case referred above. The precedent was followed in *Standard Motor Products of India Ltd.* [1986 (1) LLJ 34]. Thus, it is crystal clear from the law laid above that Sundays and holidays shall be included in

computing continuous service under section 25-B of the Act.

14. Now I would turn to factual matrix of the controversy. As detailed above, the claimant unfolds in his affidavit Ex. WW1/A that he continuously served the bank since 2-7-1998 till 16-10-2003. Shri Chauhan also deposed in the same vein. Whether affidavit of the claimant or ocular facts unfolded by Shri Chauhan are enough to establish continuous service with the bank? Answer lies in negative. In *Rajasthan State Gauganagar Mills Ltd.* [2004 (103) FLR 192] the Apex Court ruled that mere filing of affidavit or giving one's own statement is not enough to prove factum that the claimant worked with the management for 240 days. In the *Range Forest Officer* (2002 LLR 339) it was also ruled that to prove that he infact worked for 240 days in the year preceding his termination, the claimant had to lead evidence and mere filing of affidavit in that regard would not suffice. Proof of receipt of salary, record of appointment or termination of service etc. are to be proved by cogent evidence. In view of these reasons, it is concluded that ocular facts unfolded by the claimant and Shri Chauhan will not enable the claimant to discharge onus resting on him.

15. To substantiate his claim, the claimant had relied documents Ex. WW1/1 to Ex. WW1/73. When these documents are closely perused, it came to light that he had filed many documents in duplicate. In all, he had filed only 57 documents to project that he rendered continuous service with the bank. On careful scrutiny of these documents, it came to light that from 16-09-1999 to 08-08-1998, claimant had rendered service for 14 days only. From 03-01-2000 to 07-11-2001, the claimant had rendered only 14 days of service with the bank. He had rendered service of 21 days only from 31-12-2002 till 21-01-2001. In January 2003, he had rendered only 8 days service. Above facts go to establish that the bank engaged the claimant at intervals in case of exigencies. Facts unfolded by Shri Ahuja get strength out of result of scrutiny of above documents. Therefore, it is crystal clear that the claimant could not establish that he rendered continuous service with the bank for 240 days in any of the calendar years.

16. As is evident, the claimant used to obtain photocopies of documents as and when he was engaged by the bank in exigencies. He had not called upon the bank to produce records relating to his engagement. At no point of time, such a request was made by the claimant. When Shri Surender Kumar was under cross examination, at that time too, no such demand was raised by the claimant calling upon the bank to produce records. Therefore, it is obvious that at no point of time, claimant asked the bank to produce records relating to his engagement. It is not a case where an adverse inference can be drawn against the bank, for non-production of record, relating to his engagement, at intervals. When self serving words unfolded by the claimant and ocular facts detailed by Shri Chauhan are discarded for want of corroborative

evidence, direct or circumstantial, there remains a vacuum of evidence to conclude facts in his favour.

17. As detailed above, the claimant had not been able to establish that he rendered continuous service of 240 days in preceding 12 months from the date of alleged termination of his services. He could not establish that he was engaged regularly and continuously with effect from 2-7-1998 to 15-10-2003. As such, claimant has not been able to acquire status of an industrial employee, to seek benefit under the provisions of the Act. Section 25-F of the Act makes it apparent that in order to seek benefit under the said provision, an employee should render atleast 240 days continuous service in a calendar year. As the claimant had not rendered continuous service of 240 days with the bank in any of the calendar year, provisions of section 25-F do not come into operation. He had not adduced any evidence to this effect that any employee junior to him was working, when his services were dispensed with. In such a situation, provisions of section 25-G of the Act also does not come into play. No evidence worth name has been brought to the effect that the bank ever engaged someone else in the job, after termination of his service. As such, provisions of section 25 H of the Act also do not apply. In view of reasons detailed above, it is evident that the claimant is not entitled to any relief. Action of the bank in not engaging services of the claimant any further is legal and justified. Claim put forward is liable to be dismissed. Hence his claim is brushed aside. An award is passed in favour of the bank and against the claimant. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated : 30-1-2013

नई दिल्ली, 6 फरवरी, 2013

**का.आ. 532** .— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 94/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था ।

[सं. एल-33011/08/2012-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, 6th February, 2013

**S.O. 532** .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2012) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chennai Port Trust and their workman,

which was received by the Central Government on 5-2-2013.

[No. L-33011/08/2012-IR (B-II)]

SHEESH RAM, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI**

Wednesday, the 31st January, 2013

**Present : A.N. JANARDANAN, Presiding Officer**

**INDUSTRIAL DISPUTE No. 94/2012**

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Chennai Port Trust and their Workman].

**Between :**

The General Secretary : Petitioner/1st Party  
The Transport and Dock  
Workers Union  
Chennai-600001

**Vs.**

The Chairman : Respondent/2nd Party  
Chennai Port Trust  
Chennai-600001

**Appearance :**

For the 1st Party/Petitioner : None

For the 2nd Party/Management : Advocate Sh. S.P. Patel

**AWARD**

The Central Government, Ministry of Labour vide its Order No. L-33011/8/2012-IR (B-II) dated 22-11-2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Chennai Port Trust, Chennai in denying promotions to 308 Sr. Assistants to the post of Asstt. Superintendents in accordance with the Shankaran Award is just, legal and fair? To what relief the workmen are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 94/2012 and issued notices to both sides. Though Petitioner was served with notice and the ID was adjourned four times, he did not enter appearance. Respondent entered appearance. Needless to say, no claim statement has been filed.

3. Points for consideration are :

- (i) Whether denial of promotion to 308 senior assistants to the post of assistant superintendents

in accordance with the Shankaran award is just, legal and fair?

(ii) To what relief the workmen are entitled?

4. No evidence has been adduced by the petitioner who is at default to appear.

**Points (i) and (ii)**

5. Though the petitioner was served with notice, it did not appear in spite of four adjournments given for the purpose. Respondent entered appearance engaging a counsel. Needless to say no evidence has been adduced on behalf of the petitioner to substantiate the referred claim that denial of promotion to 308 senior assistants to the post of assistant superintendents by the management of Chennai Port trust is not just, legal and fair. When the petitioner wishes the court to believe that denial of promotion is not just, legal and fair, it is for the union, the petitioner (I Party) to discharge the said burden. By defaulting to appear and contest the dispute by adducing evidence, petitioner has not succeeded in proving its claim. The ID is therefore dismissed for default holding that denial of promotion to 308 senior assistants to the post of assistant superintendents in accordance with the Shankaran award is only just, legal and fair and that the petitioner is not entitled to any relief.

5. The reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st January, 2013).

A.N. JANARDANAN, Presiding Officer

**Witnesses Examined :**

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

**Documents marked**

**On the side of the Petitioner**

Ex. No.	Date	Description
		Nil

**On the side of the Management**

Ex. No.	Date	Description
		Nil

नई दिल्ली, 6 फरवरी, 2013

का.आ. 533 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मार्यन फॉरवार्डिंग कारपोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/74 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2013 को प्राप्त हुआ था।

[सं. एल-31012/04/2004-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 6th February, 2013

**S.O. 533 .—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/74 of 2005) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Maryn Forwarding Corporation and their workman, which was received by the Central Government on 5-2-2013.

[No. L-31012/04/2004-IR (B-II)]

SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

**Present :** K.B. KATAKE, Presiding Officer

#### REFERENCE NO. CGIT-2/74 of 2005

Employers in relation to the Management of M/s. Maryn Forwarding Corporation

M/s. Maryn Forwarding Corporation  
C/o. Shri Sanjay P. Dhulapkar  
104, 1st Floor, Bobby Aots  
143, L.J. Road  
Mahim (W)  
Mumbai -400 016

#### AND

Their Workman:

Shri Ramdhan Undhe  
Kalpataru II 2  
Poona Link Road  
Nr. Nutan Dnyanmandir School  
Kalyan (E)  
Distt. Thane

#### APPEARANCES

For the Employer : Mr. S.P. Dhulapkar, Advocate

For the Workman : Mr. T.R. Shirke, Representative

Mumbai, the 30th November, 2012

#### AWARD

The Government of India Ministry of Labour & Employment by its Order No. L-31012/4/2004-IR(B-II), dated 27-05-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the

following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Maryn Forwarding Corporation, Mumbai in terminating the services of Shri Ramdhan Ananda Unde w.e.f. 01-07-2004 is justified? If not, what relief Shri Ramdhan Ananda Unde is entitled to?”

2. After receipt of the reference both the parties were served with notices. In response to the notice the second party workman filed his statement of claim at Ex-5. According to him he was employee of the first party. Initially he was employed in the year 1980 by the sister concern of the first party. They were required to work hard for 22 hours a day. In 1982 the workman was made permanent. In the year 1983 Markand Patel had conducted a meeting of the workman and declared that he had taken a decision to close the unit and he sought consent of the workman to close the establishment. All the workmen joined Maharashtra General Kamgar Union/Association of Engineering Workers led by Dr. Datta Samant. The union strongly opposed the closure of the establishment from back door method and also bent upon for 8 hours shift. In 1982 the first party restarted 22 hours day shift and large number of workmen left the company due to harassment and torture by the management. The employer also retrenched 51 workmen in 2003. The said action was arbitrary and without following due process of law. Again in July 2004 the company decided to retrench 56 employees and effected their termination. Union opposed the said termination as it was illegal without due process of law. The employer did not allow 33 employees to resume their duties and they were kept out of employment forcibly including the workman. They approached the management to follow the due process of law. The management then suspended the work and all the workmen were kept out of employment. There were series of meetings resulted in agreement between parties on 11-8-2004. It was agreed that, the management would follow seniority of employees strictly in case of retrenchment and to allow the remaining employees to resume their duties from 13-8-2004. The workman being the senior most went to resume duty on 13-8-2004. But he was not allowed to resume his duty and he was told that he would not be taken on job. The second party workman pointed out through union to the first party that, retrenchment of senior most by retaining juniors is totally illegal and improper. They pointed out that action of the management was arbitrary. However the first party did not consider the request of the second party and illegally terminated services of the second party. Therefore second party has raised industrial dispute. As conciliation failed, as per report of ALC, the Labour Ministry has sent the reference to this Tribunal. The workman prays that, his termination be declared illegal, improper and bad in law and he be reinstated with continuity of service and full back wages.

3. The first party resisted the statement of claim vide its written statement at Ex-19. According to them the second party was working with the first party as a Supervisor. He was performing the work of supervisory nature. He was not a workman. Therefore the reference is not tenable. According to them M/s. Maryn Forwarding Corporation and M/s. Mac Transport Co. are two independent establishments having separate Board of Directors. They are not sister concerns as has been alleged. For all purposes they are totally independent. The first party is unaware that, the second party was employed in 1980 by M/s. Mac Transport Co. and he was made permanent. They also denied about the meeting conducted by Makranth Patel in 1983. In 1983 first party has taken over M/s. Lift and Swift and absorbed their 185 workers. In 1996-97 the company started experiencing downward trend in the business volume. The situation was aggravated further on account of shifting of some of the work of Bombay Port to Nhava Sheva Port. On account of reduction of work there was substantial fall in the business of the company. Due to poor financial condition they could not offer VRS Scheme or statutory retrenchment compensation to the workers. Company was completely sick and unhealthy in terms of finance. The company had discussions with the union representatives of MbPT and settlement was arrived at. As per the settlement the permanent workers on muster roll were listed category wise to decide surplus workers and to decide about the workers to be retained. It was agreed that seniority list reflecting the date of joining and also date of birth of all the employees were listed. List was prepared and finalised by the union itself. The union also gave list of workers and supervisors whose services were to be terminated as they are rendered surplus. The union has also given list of employees to be retained on the basis of seniority reckoning and also the age and service in the current category. The lists were displayed on the notice board of the company. None of the employees whose names were on the list raised objection for being included in the respective lists. The lists were prepared as per the negotiations and agreement with the union. The second party was member of the union and the settlement is binding on the second party. The claim of the second party is false and his allegations are also false that his services were terminated illegally. According to them the allegation of retrenchment was false as Section 2 (oo) and Section 25 F as no application in the present case as second party is not a 'workman'. The company terminated the services of the second party legally. They have satisfied the conditions prescribed thereunder. Thus they pray that the reference be dismissed with cost.

4. Following are the issues for my determination. I record my findings thereon for the reasons to follow :

Sr. Issues	Findings
No.	

- |  |                     |
|--|---------------------|
| 1. Is second party 'workman'?                | Yes.                |
| 2. Is action of first party just and proper? | No.                 |
| 3. What relief second party is entitled?     | As per order below. |
| 4. What order?                               | As per order below. |

### REASONS

#### Issue No.1 :—

5. In this respect, it is the case of the first party management that, the second party was working as a Supervisor. He was doing supervisory and managerial duties. Therefore he was not 'workman'. In support of his argument the Ld. Adv. for the first party resorted to Bombay High Court ruling in the case of Union Carbide (India) Ltd. V/s. D. Samuel and Ors. 1998 II CLR 736 wherein by considering the duty and nature of work, pay scale etc., the Hon'ble Court in that case held that:

"After considering exhaustively the case law on the point and documentary evidence on record, it is held that the respondent falls within the definition of supervisor."

6. In that case the petitioner was delegated duties of recommending leave, calling for requisition from stores and evaluating the work of employees below him. At the time of promotion he was informed that he was part of the management and was liable to be transferred anywhere in the country. He accepted the same. He participated in various programmes organised by the company for its managerial personnel. He was designated as Supervisor. In the light of all these evidence, the Hon'ble Court in that case held that the respondent therein was not 'workman' within the meaning of Section 2 (s) of the Industrial Disputes Act, 1947. In this respect the Ld. Adv. also resorted to Delhi High Court ruling reported in Young Women's Christian Association of India V/s. Smt. Jyotsana Paul 2005 LLR 68 (DEL HC). In that case the respondent therein was doing supervisory work. Her recurring responsibilities included ensuring high standard of discipline amongst staff, sanctioning of leave and controlling absenteeism. In the circumstances, Hon'ble Court declared that, respondent was not 'workman' within the meaning of Section 2 (s) of the I.D. Act.

7. In this respect I would like to point out that nomenclature or designation of the employee is not important to find out whether he is a workman or not. On the other hand nature of work he is performing is important factor in determining whether the employee is workman or not. Ratio to that effect is laid down by Hon'ble Apex Court in S.K. Maini V/s. M/s. Carona Sahu Co. Ltd. AIR 1994 SC 1824 wherein the Hon'ble Court held that, there is distinction in what an employee is engaged to do and



what he does. In the case at hand the second party has contended in his affidavit at Ex-26 that, he was employed in the year 1980. He was required to report for duty at 8.00 a.m. in the morning. He was allotted work by either loaded container booking in-charge or empty container booking in-charge. One Mr. Prakash was incharge of loaded container whereas Mr. Poojary was incharge of empty container. He used to get list of containers in advance. He used to tally sheets and challan book. He was required to go to the destiny/points as per the directions above incharge to discharge his duty. After verifying container the same used to be loaded on the trucks of the company. He used to check the seal of the containers and number of containers. All these details were filled up in the log sheet and given to the driver. He was required to prepare tally sheets and fill up all information as provided in the tally sheets. Entire work that he was required to discharge was purely of clerical nature. These averments in his affidavit Ex-26 are not challenged or denied. Therefore the mere designation as Supervisor is not sufficient to show that the second party was not workman. From the contents in his affidavit, it is revealed that he was doing the work of clerical nature and not as a managerial or supervisory. In the light of above observation of Apex Court and the evidence on record, I hold that though designation of the second party was shown as supervisor, he was doing work of clerical nature. Therefore, I hold that the second party was a workman within the meaning of Sec. 2 (s) of I.D. Act. Thus I decide the issue no.1 in the affirmative.

#### Issue Nos. 2 & 3 :—

8. In this respect according to the second party workman, he is one of the senior most workmen. Therefore while effecting retrenchment the juniors ought to have retrenched first. According to him, he being senior most ought to have retrenched last as per rule 'first come last go'. On the point the first party has not disputed that the second party workman joined the service in September 1980. They have also not disputed the fact that the workman was one of the senior most employees of the company. In the circumstances as per the settled rule 'first come last go,' retrenchment was required to be effected and the juniors ought to have retrenched first. In this respect it was submitted on behalf of the first party that the list of employees to be retrenched was submitted to them by the union and they have retrenched the employees as per the list submitted by the union. According to them the name of the workman was in the list of employees to be retrenched, sent by the union. According to them there was settlement with the union. It is further submitted that as the workman is member of the same union, he cannot challenge the retrenchment effected as per the direction of the union. In this respect I would like to point out that as per clause 2 of the agreement Ex-38, the parties have accepted the principle 'first come last go' and accordingly the list of workers found

surplus to be retrenched category wise was annexed as Annexure-B. However annexure -B does not bear signature of the office bearers of the Union. On the other hand list of surplus worker is given in Annexure-B and in annexure -C list of workers retained is given. It also does not bear signature of any office bearer of the Union. From both these lists apparently it is seen that, the workman was senior as he joined in September 1980 and others joined thereafter. The workman being senior as per the accepted 'principle' first come last go, his name ought not to have been reflected in the list of employees to be retained. As both the lists does not bear signature of any office bearer of the union, it cannot be said that these lists were sent by the union to the company to retrench these employees and to retain the others especially as seniority rule, is not reflected in these lists. In short, the version of the first party is not acceptable that the workman was retrenched as per the list submitted to them by the union. The union is also not expected to give go by to the principle 'first come last go'. There is no evidence on record to show that these lists were sent by the union recommending the name of the workman to retrench before the other employees junior to him. In this back drop I come to the conclusion that the workman being senior, his retrenchment earlier to his junior was illegal and bad in law.

9. In this respect the 1d. adv for the first party has submitted that in 2008 the functioning of first party was closed. At present the company is not at all functioning. Therefore question of reinstatement does not arise. Looking into the facts and circumstances of the case and as the first party company is closed four years after retrenchment of the second party workman, there is no point in directing reinstatement of the workman. In the circumstances, to meet the ends of justice, I think it proper to direct the first party to pay compensation to the second party workman to the tune of Rs.1,00,000. Accordingly, I decide the issue no. 2 in the negative and issue no.3 in the affirmative that workman is entitled to the relief by way of compensation. Thus I proceed to pass the following order.

#### ORDER

- (1) The reference is partly allowed with no order as to cost.
- (2) The retrenchment of workman is declared as illegal and unjustified.
- (3) The first party is directed to pay compensation to the workman to the tune of Rs. 1,00,000 for his illegal retrenchment.

Date: 30-11-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 6 फरवरी, 2013



**का.आ. 534 .—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमान्डेन्ट, सेन्ट्रल आर्डिनेन्स डिपो, आगरा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 107/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-01-2013 को प्राप्त हुआ था।

[सं. एल-14012/35/1993-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 6th February, 2013

**S.O. 534 .—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (1947 of 14), the Central Government hereby publishes the Award (Ref. No. 107/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the Commandant, Central Ordnance Depot, Agra and their workman, which was received by the Central Government on 29-01-2013.

[No. L-14012/35/1993-IR (DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

**Present :** Dr. MANJU NIGAM, Presiding Officer

**I.D No. 107/2004**

**Ref. No. L-14012/35/93-IR (DU) dated: 15-10-2004**

#### Between :

The Secretary,  
C.O.D., Chaturth Shreni Mazdoor Union,  
39-Defence Estate,  
Bundoo Katra, Agra

(Espousing cause of Shri D.P. Singh)

#### AND

The Commandant  
Central Ordnance Depot,  
Agra Cantt.

#### CORRIGENDUM

1. By order No. L-14012/35/93-IR (DU) dated : 15-10-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Secretary, C.O.D., Chaturth Shreni Mazdoor Union, 39-Defence

Estate, Bundoo Katra, Agra and the Commandant, Central Ordnance Depot, Agra Cantt. for adjudication; and this Tribunal adjudicated the said reference vide its award dated 04-07-2012; wherein some typographical errors have been committed in para 16 of the said award.

2. Therefore, following correction is being incorporated in the award dated 04-07-2012 of this Tribunal:

“the date of impugned order, mentioned as “25-07-2000” in sixth line of para 16 be read as “27-05-1993”; and word “retiral”, mentioned in thirteenth line of para 16 be read as “retiral”.

Lucknow

02-01-2013 Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 6 फरवरी, 2013

**का.आ. 535 .—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ जनरल मैनेजर (टी), टेलीकाम डिपार्टमेंट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 24/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-01-2013 को प्राप्त हुआ था।

[सं. एल-40011/10/2000-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 6th February, 2013

**S.O. 535.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (1947 of 14), the Central Government hereby publishes the Award (Ref. No. 24/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to The Chief General Manager (T), Telecom Department and their workman, which was received by the Central Government on 28-01-2013.

[No. L-40011/10/2000-IR (DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

**Present :** SHRI J. SRIVASTAVA, Presiding Officer  
C.G.I.T.-cum-Labour Court, Bhubaneswar

**INDUSTRIAL DISPUTE CASE NO. 24/2000**

**Date of Passing Award — 7th December, 2012**

**Between :**

The Chief General Manager (T),  
Telecom Department, Orissa Circle,  
Bhubaneswar - 751 001

...1st Party-Management

And

Their workmen represented through  
The President, Orissa Door Sanchar  
Asthai Mazdoor Sangh (BMS), Sector-A,  
219, Mancheswar Industrial Estate,  
Rasulgarh, Bhubaneswar, Orissa

...2nd Party-Union

**Appearances :**

Shri J.N. Jena, .....For the 1st Party-Management  
A.G.M., I aw

Shri Arjun Sahoo, .....For the 2nd Party-Workman.  
President

**AWARD**

This is a reference under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 directed to this Tribunal by the Government of India, Ministry of Labour for adjudication of an industrial dispute specified in the schedule of the letter of reference vide Letter No. L-40011/10/2000/IR (DU), dated 11-07-2000.

2. The schedule of the letter of reference reads as follows.

Whether the action of the Management of Deptt. of Telecom, Orissa Circle by not regularizing/giving temporary status to the disputants is justified ? If not, to what relief the disputants are entitled ?

3. Initially no list of the disputant workmen was furnished by the Government. Later the Government furnished the list of 1208 workers running in 29 pages vide their letter of even no. dated 09-08-2005.

4. The 2nd Party-Union espousing the cause of the workmen, through its statement of claim has given grounds justifying the regularization of the disputant workmen in service. It has been alleged that the disputant workmen have been working as casual workers in different offices of the Department of the Telecom, Orissa Circle at different places of Orissa for years together. They have served continuously and uninterruptedly for a long period and therefore they are entitled to be regularized in their respective posts by the 1st Party-Management. They are even qualified for being regularized to the posts which they are holding, posts being permanent and continuous in nature. Because of non-regularization they are being paid less wages on daily basis. The method of engaging

casual workers on temporary basis only aims at to deprive them of remuneration/wages and other service benefits which are allowed to regular employees for the same and identical duties. When they are continued in employment for a fairly long period, it can be well presumed that there is regular need of their services in the various establishments of the Management.

5. The 1st Party-Management in its written statement has refuted the claim of the disputant workmen and submitted that the engagement of casual labour/daily rated mazdoor has been banned with effect from 30-03-1985 as per circular issued by the Department of Telecom, New Delhi. The so-called engagement of casual labourers contrary to the ban order and recruitment rule is a nullity and no right accrues to any casual labourer. The 2nd Party-Union has failed to give the details/particulars of the disputant workmen. No record is available in the office of the 1st Party-Management showing the engagement of such labourers. If any engagement has been made by any official without the approval of the 1st Party-Management or contrary to the recruitment rules, the same is not binding on the 1st Party-Management. No officer working under the 1st Party-Management is competent to issue any certificate for service or experience. The Department had prepared regularization and conferment of temporary status scheme on 7-11-1989 in respect of casual labourers engaged prior to 30-3-1985. In view of the matter the reference is not maintainable and liable to be dismissed. Further the Chief General Manager, Telecom, has not been shown as employer in respect of any mazdoor in the list. Therefore, the reference showing the Chief General Manager, Telecom, Orissa, Bhubaneswar as the 1st Party-Management is incompetent and liable to be dismissed. As the disputant workmen were not recruited by any of the competent authority to work in the department, the formation of Union by them is not tenable in the eye of law and the industrial dispute raised by them through the purported President is also not tenable. The purported President of the 2nd Party-Union was working as a Motor Driver in the Department under the Telecom District Manager, Cuttack. He has failed to show any evidence regarding formation of the Union and the legality of his appointment as President. Therefore the President has no locus standi to raise the present dispute. The disputant workmen are not the workmen within the meaning of the industrial dispute. The conciliation proceeding initiated by the purported President Shri K.C. Rout ended in failure as he had failed to substantiate his claim. Therefore the claim is liable to be dismissed.

6. On the pleadings of the parties following issues were framed.

**ISSUES**

1. Whether the reference is maintainable against

the Chief General Manager, Orissa, Bhubaneswar ?

2. Whether the reference is maintainable ?
3. Whether the members of the 2nd Party are the workmen within the meaning of the Industrial Disputes Act ?
4. Whether the President, Orissa Doorsanchar Asthai Mazdoor Sangha is competent enough to raise the present dispute ?
5. Whether the action of the Management by not regularizing or not giving temporary status to the disputants is justified ?
6. What relief the disputantes are entitled to ?

7. The 2nd Party-Union has examined Shri Bibhudatta Panda as W.W.-1 and Shri Prafulla Kumar Nayak as W.W.-2 and filed photostat copies of certain documents, but those have not been exhibited in evidence.

8. The 1st party-Management has examined Shri Jogendranath Jena as M.W.-1 and relied on documents marked as Ext.-A to L.

### FINDINGS

#### ISSUE No. 1

9. The 1st Party-Management has raised an issue regarding non-maintainability of the reference against the Chief General Manager, Telecom, Orissa, Bhubaneswar on the ground that engagement of casual labourers, if any, was made by the officers of the 1st Party-Management without the approval of the Chief General Manager, Telecom, Orissa. As such he is not a necessary party in the case and the reference is not maintainable against him. But this issue does not seem to have been pressed by the 1st Party-Management as nothing has been said in this regard in the written note of argument filed on behalf of the 1st Party-Management. However, it is observed that any official act done by a subordinate casts reflection on the superior head and he is to answer for the act so done. Hence this issue is decided against the 1st Party-Management.

#### ISSUE No. 2 & 3

10. Since both the issues are inter-dependant and based on similar pleadings, they are taken together.

The maintainability of the reference itself, has been challenged by the 1st party-Management for the reason that the 1st Party-Management does not admit the disputant-workmen as its employees in any capacity. Hence they do not come within the definition of workman. According to the 1st Party-Management if any of the disputant-workman has been engaged by the officer of the 1st Party-Management against the ban order of the

Department of Telecom, New Delhi and recruitment rules that is a nullity and no right accrues to any of the casual labourers. But the fact is that the disputant-workmen have been engaged by the officers subordinate to the 1st Party-Management. Therefore they are covered within the definition of workman as per clause (s) of Section 2 of the Industrial Disputes Act and all the rights admissible under the aforesaid act accrues to them and they are well entitled to raise an industrial dispute, if any, of their rights under the Act are violated or infringed by the employer. In view of the above matter it is held that the reference is maintainable and the disputant workmen come under the definition of "workmen" within the meaning of the Industrial Disputes Act. Both the above issues are decided in the affirmative against the 1st Party Management.

#### ISSUE NO. 4

11. The 1st Party-Management has also challenged the competency of the erstwhile President of Orissa Door Sanchar Asthai Mazdoor Sangh Shri K.C. Rout to raise the present dispute. Since the new President of the 2nd Party-Union has been elected, Shri K.C. Rout is no more the President of the above Union. Thus this issue becomes redundant and, more-so, the 1st Party-Management has not pressed this issue in its argument. Therefore this issue is decided against the 1st Party-Management.

#### ISSUE No. 5

12. The 2nd Party-Union has demanded regularization of the disputant workmen in service stating that they have been working as casual labourers in different offices of the Department of Telecom, Orissa Circle at different places of Orissa for years together without any interruption. The 1st Party-Management although has not admitted their engagement, but indicated by implications that cases of 455 workers have been taken up for regularization meaning thereby that their engagement is now not disputed. Further it is not a matter of dispute that the engagement of the disputant workmen is of casual nature made without following the recruitment rules. The Hon'ble Supreme Court in the case of "Secretary, State of Karnataka and others-Versus-Uma Devi and Others" (AIR 2006 SC 1806) has held that "appointment dehors due process of selection envisaged by constitutional scheme confers no right on appointee. In the case of regularization of daily wage, temporary/contractual employees appointed in violation of constitutional scheme, right of Court/executive would not extend to directing regularization to be treated as permanence in service. Fact that employee has continued for long cannot also be applied for giving relief of permanency. — Doctrine of legitimate expectation cannot be invoked by such employees merely because in past State had regularized similarly placed employees.

13. In such view of the matter this Tribunal lacks

authority to direct the 1st Party-Management to regularize the casual workers who are said to be engaged contrary to the ban order and recruitment rules.

14. It has been alleged by the 1st Party-Management that most of the casual labourers among 455 members have gone to the Hon'ble High Court of Orissa and the Central Administrative Tribunal through a number of petitions with similar prayer. Hence this Tribunal cannot go beyond the orders of the Hon'ble High Court and Hon'ble Supreme Court. Now it is left to the prudence and mercy of the 1st Party-Management whether it considers the regularization of the disputant workmen looking to the long period of their services rendered at BSNL or leave them to their fate. If there is any order of the Central Administrative Tribunal for their regularization, follow up measures can be taken up by the disputant workmen with the 1st Party-Management. With these observations this Tribunal is constrained to hold that the action of the Management in not regularizing or giving temporary status to the disputants is justified. The Management is the sole master to decide the fate of the disputants. This issue is decided accordingly against the 2nd Party-Union.

**ISSUE NO. 6**

15. In view of the findings given in Issue No. 5 the disputant workmen are not entitled to any relief from this Tribunal.

16. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 फरवरी, 2013

**का.आ. 536** .—राष्ट्रपति, श्री राधेश्याम बापूजी पाटले को, 01-02-2013 (F/N) से केन्द्रीय सरकार औद्योगिक न्यायधीकरण-सह-श्रम न्यायालय, जबलपुर, के पीठासीन अधिकारी के रूप में 65 वर्ष की आयु पूरी होने अर्थात् 15-08-2017 तक अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करते हैं।

[सं. ए-11016/1/2012-सीएलएस-II]

अजय जोशी, अवर सचिव

New Delhi, the 15th February, 2013

**S.O. 536** .—The President is pleased to appoint Shri Radheshyam Bapuji Patle as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur w.e.f. 01-02-2013 till he attains the age 65 years i.e. up to 15-08-2017 or until further orders, whichever is earlier.

[No. A-11016/1/2012-CLS-II]

AJAY JOSHI, Under Secy.